

# NOTICE

## **NO HAND CARRIED BIDS!**

## **NO MAILED BIDS!**

Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers handcarried directly to the Bid Room address within the Ford House Office Building, as specified elsewhere in this solicitation, or at any other location in the U.S. Capitol Complex of buildings.

Due to these unusual circumstances the Procurement Division for the Architect of the Capitol will only accept offers/proposals via UPS or FEDEX. See provision AOC52.215-1 Instructions to Offerors located in Section L for solicitations for services/supplies or the Solicitation Conditions for solicitations for construction. All handcarried offers/proposals will be rejected. Any attempt to handcarry an offer/proposal to any location in the U.S. Capitol Complex of buildings will be refused. Offerors are advised when sending proposals via FEDEX or UPS not to use same day delivery. FEDEX/UPS often subcontract out the delivery for same-day service. It is necessary for delivery personnel to arrive in a FEDEX/UPS truck and be in a uniform recognized as FEDEX/UPS. Offerors are encouraged to determine who will be making the delivery when making arrangements with FEDEX/UPS.

# NOTICE TO CONTRACTORS

The Architect of the Capitol anticipates that in 2006 the agency's contractors will have to register with the Central Contractor Registration (CCR) database. This is the primary vendor database for the U.S. Federal Government and the CCR collects, validates, stores, and disseminates data in support of agency acquisition missions.

Registration in the CCR will become mandatory in order to be awarded contracts by the Federal Government. Vendors are required to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration at least once per year to maintain an active status.

CCR validates the vendor information and electronically shares the secure and encrypted data with the federal agencies finance offices to facilitate paperless payments through electronic funds transfer (EFT).

The AOC is now encouraging all vendors to register with the CCR if they are not already registered. Vendors can register on line at <http://www.ccr.gov>. This internet site contains all pertinent information for registration as well as provides contact points for help when registering.





## **PAINT EXTERIOR OF THE UNITED STATES CAPITOL BUILDING**

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**June 1, 2007**

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Architect of the Capitol  
United States Capitol  
Washington, D.C. - 20515

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### **PROJECT MANUAL**

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**ISSUED BY: ARCHITECT OF THE CAPITOL**

**PAINT EXTERIOR OF THE UNITED STATES CAPITOL BUILDING**

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# **VOLUME I**

# **BUSINESS**

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i> Architect of the Capitol		1. SOLICITATION NO. RFP070104	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 06/01/2007	PAGE 1 OF 50 PAGES
IMPORTANT -The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6A. PROJECT NO.	6B. TITLE		
	CB 070092		Exterior Painting		
7. ISSUED BY		8. ADDRESS OFFER TO			
AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515		AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515			
9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (Include area code)(NO COLLECT CALLS)			
	Matt Hazlinsky	202-226-0994			

## SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

1. A SITE VISIT WILL BE CONDUCTED ON JUNE 15, 2007 AT 10:00 AM AT THE WEST FRONT OF THE UNITED STATES CAPITOL (IN FRONT OF THE FOUNTAIN).  
 2. All references to Drawings in the Specifications are hereby deleted.

11. The Contractor shall begin performance <u>30</u> calendar days and complete it within <u>514</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. ( (See _____) )	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12b). <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 15
13. ADDITIONAL SOLICITATION REQUIREMENTS	
a. Sealed offers in original and <u>3</u> copies to perform the work required are due at the place specified in item 8 by <u>2:00pm</u> (hour) local time <u>07/02/2007</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference	
d. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	



**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) CODE	15. TELEPHONE NO. (Include area code)
16. REMITTANCE ADDRESS (Include only if different than Item 14.)	
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within <u>60</u> calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)	

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.									
DATE									
20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20b. SIGNATURE			20c. OFFER DATE	

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED	
22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 27 (4 copies unless otherwise specified)	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO 41 U.S.C. 5
26. ADMINISTERED BY AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515	27. PAYMENT WILL BE MADE BY Accounting Division Ford House Office Bldg. Rm. H2-205 Washington, DC 20515
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE	
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print) Carole Boucher
30b. SIGNATURE	31b. UNITED STATES OF AMERICA BY _____
30c. DATE	31c. DATE SIGNED

## Summary Info Continuation Page

THE SCHEDULE - SUPPLIES OR SERVICES AND PRICES/COSTS FOR CONSTRUCTION - The Contractor shall furnish all supplies, equipment, personnel and services necessary to prepare and paint the West Front, North Elevation, South Elevation and East Front of the United States Capitol Building (see the SPECIFICATIONS) as required by the Architect of the Capitol. Any references to Drawings in the Specifications are hereby deleted.

### BASE

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
1	Exterior painting - West Front	Total : 1.00	EA	\$	\$
<b>Description:</b> Contractor to provide all labor and materials to perform the exterior painting of the windows and railings of the west front, as well as the stone surfaces of the west central front of the United States Capitol Building, as per the attached specifications.					
2	Exterior painting - South side	Total : 1.00	EA	\$	\$
<b>Description:</b> Provide all labor and materials for the painting of the exterior windows and railings of the South side of the United States Capitol Building, as per the attached scope of work and specifications.					
3	Exterior painting - North side	Total : 1.00	EA	\$	\$
<b>Description:</b> Provide all labor and materials for the exterior painting of the windows and railings of the North side of the United States Capitol Building, as per the attached scope of work and specifications.					

Lump-Sum Price for Base

\$

### OPTION 1

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
4	Exterior painting - East Front	Total : 1.00	EA	\$	\$
<b>Description:</b> Provide all labor and materials for the exterior painting of the windows and railings on the East Front of the United States Capitol Building, as per the attached scope of work and specifications. Exercise of Option - (1) For Line Item 4, the AOC will make a determination whether to exercise at time of contract award subject to the availability of funds. (2) All work, to include the exercise of any option is required to be completed within the completion date specified in AOC 52.211-5 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK in the SUPPLEMENTARY CONDITIONS. In addition, the exercise of this option may require a change to the Contractor's Schedule.					

Lump-Sum Price for Option 1

\$

Lump-Sum Price for All Options

\$



Lump-Sum Price for Base and All Options

\$

## General Conditions

### 52.211-12

#### Liquidated Damages--Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,450.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

### 52.242-14

#### Suspension of Work (Apr 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

### 52.223-3 Alt I

#### Hazardous Material Identification and Material Safety Data (Jan 1997) - Alternate I (July 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, list None) Identification No.	



(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

52.225-9

Buy American Act--Construction Materials (Jan 2005)

(a) *Definitions.* As used in this clause--

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

none

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.*

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this



clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

#### FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:	--	--	--
Foreign Construction Material			
Domestic Construction Material			
Item 2:	--	--	--
Foreign Construction Material			
Domestic Construction Material			
Item 1:	--	--	--
Foreign Construction Material			
Domestic Construction Material			
Item 2:	--	--	--
Foreign Construction Material			
Domestic Construction Material			

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of clause)

52.228-14

## Irrevocable Letter of Credit (Dec 1999)

(a) "Irrevocable letter of credit (ILC)," as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and -

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of -

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of -

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date \_\_\_\_\_

Irrevocable Letter of Credit No. \_\_\_\_\_

Account party's name \_\_\_\_\_

Account party's address \_\_\_\_\_

For Solicitation No. \_\_\_\_\_ (for reference only)

To: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States



\_\_\_\_\_. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on \_\_\_\_\_, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:  
[Confirming Financial Institution's Letterhead or Name and Address]

(Date) \_\_\_\_\_

Our Letter of Credit Advice Number \_\_\_\_\_

Beneficiary: [U.S. Government agency]

Issuing Financial Institution: \_\_\_\_\_

Issuing Financial Institution's LC No.: \_\_\_\_\_

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by [name of issuing financial institution] for drawings of up to United States dollars \_\_\_\_\_/U.S. \$ \_\_\_\_\_ and expiring with our close of business on [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at \_\_\_\_\_.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

[Confirming financial institution]

(Date) \_\_\_\_\_

[Name and address of financial institution]

Pay to the order of [Beneficiary Agency] the sum of United States \$ \_\_\_\_\_. This draft is drawn under Irrevocable Letter of Credit No. \_\_\_\_\_.

[Beneficiary Agency]

[Beneficiary Agency]

[By]

[By]

(End of clause)

52.236-5

Material and Workmanship (Apr 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-9

Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)



(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

#### 52.243-4

##### Changes (Aug 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes-

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contracting Officer written notice stating-

- (1) The date, circumstances, and source of the order; and
- (2) That the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) of this clause.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

#### AOC52.243-1

##### Changes - Supplement (Jun 2004)

(a) Definitions.

(1) A change order is a unilateral contract modification, signed by the Contracting Officer, which describes and identifies a particular change in the requirements as permitted by the FAR clause, 52.243-4, Changes and authorizes the contractor to begin performance with the changed requirements. The change order may reference pertinent oral or written directives, provide an adjustment to the

contract price and/or time for performance, and direct the contractor to submit a proposal for definitization of the change order.

(2) A supplemental agreement is a bilateral contract modification, signed by the contractor and the Contracting Officer, which either authorizes the contractor to begin performance with the changed requirements in accordance with the equitable adjustment agreed to prior to commencement of performance of the changed requirements or definitizes a change order after agreement of an equitable adjustment to the contract.

(3) Request for Proposal. A request by the Contracting Officer or his duly authorized representative for the contractor to submit a proposal for requirements contemplated to be changed. Such proposal shall be submitted within the time limit specified in the request and in accordance with the requirements and limitations of this clause.

(b) Authorization of changes. All changes to contract requirements will be authorized in writing by the Contracting Officer through one of the following methods:

(1) A Supplemental Agreement, with the concurrence of the contractor; or

(2) A unilateral Change Order.

(c) Submission of proposals and cost breakdowns by the contractor.

(1) Proposals for changes to the contract requirements shall include a brief description of the change; a breakdown of costs as outlined hereinafter; and a time impact analysis (fragnet).

(2) In considering proposals for changes involving added requirements, omitted requirements, or any combination thereof, the Contracting Officer or his duly authorized representative will make check-estimates in such detail as he deems necessary with the view of arriving at equitable adjustments. With each proposal, the contractor shall submit separately an itemized breakdown as per "Exhibit A" hereof, which shall include, but not be limited to, the following:

(i) Direct labor costs;

(ii) Social Security and Unemployment Insurance Taxes;

(iii) Workmen's compensation and general liability insurance;

(iv) Direct material quantities and unit prices (separated into trades);

(v) Construction equipment;

(vi) Overhead; and

(vii) Profit.

(3) If the contractor believes that the change in the contract requirements affects the contract period of performance, as required by AOC52.211-5, Commencement, Prosecution, and Completion of Work, of the Supplementary Conditions, appropriate substantiation must be submitted for evaluation/review.

(4) A complete proposal, including breakdown of cost and time impact, shall be submitted by the contractor within the time frame stipulated in calendar days by the Government for each proposed change. Generally, complete proposals shall be submitted by the contractor within 7 calendar days after the contractor receives the request for proposal, although this time frame may be adjusted for more complex or more urgent requirements. Except as provided by an individual contract modification, no payment for a change order will be made until a supplemental agreement has been signed by the contractor and the Contracting Officer. If complete proposals are not received timely, the Contracting Officer, after consultation with his authorized representative, may determine the cost of the change and the time impact and issue a change order based upon this determination with the stipulation that if a supplemental agreement is not negotiated within a reasonable amount of time, this determination will be final and conclusive, subject only to the contractor's rights of appeal as provided in AOC52.233-1, Disputes, of the General Conditions.

(d) Allowances for overhead and profit.

(1) The following percentages will be allowed for overhead and profit:

(i) The contractor shall receive, as a percentage of the cost of all work performed by his own organization, an amount not to exceed 10% overhead and not to exceed 10% profit; and

(ii) If subcontractor(s) are involved in the change, a fee in an amount not to exceed 10% as a percentage of the total price of the subcontractor portion of the change.



(iii) Subcontractor(s) to the prime contractor (first tier subcontractor(s)) shall receive, as a percentage of the cost of all work performed by or for it, a total amount not to exceed 10% overhead and not to exceed 10% profit.

(iv) The percentages for fees, overhead, and profit permitted by the above shall be allowed only for the contractor and its first tier subcontractors. Percentages for fees, overhead, and profit in any amount will not be allowed for subcontractors of any other tier.

(2) Percentages for overhead allowed are deemed to include, but shall not be limited to, the following:

(i) Field Overhead Items.

(A) Trailer;

(B) Storage Facilities;

(C) Contractor's and subcontractor's superintendence;

(D) Construction equipment/tools, except those that are specially required for a specific change;

(E) Utilities;

(F) Contractor's and subcontractor's field office, administrative/support staff;

(G) Cost of preparing record drawing changes, correspondence, etc., relating to the contract;

(H) Job site safety aids; and

(I) Cleaning and maintenance of nuisance debris from jobsite.

(ii) Office Overhead Items for Contractor and Subcontractors.

(A) Maintenance/operation of principal or branch offices;

(B) Personnel costs;

(C) Cost for preparing correspondence, fragnets, etc., relating to the contract; and

(D) Cost of insurance and bonds, except for insurance costs relating to direct labor, as outlined in "Exhibit A".

(iii) For changes which include custom items unique to the project and which are fabricated off-site, the fabricator, whether the contractor or a subcontractor at any tier, shall furnish a breakdown of costs associated with the work in the fabricating plant. This breakdown shall include labor, material, equipment and overhead/plant costs in sufficient detail to allow for review by the Contracting Officer or his duly authorized representative. Costs charged to overhead/plant shall be allowable costs for the fabricator, whether he is the contractor or a subcontractor at any tier, provided that the costs claimed are consistent with the provisions of Subpart 31.203 of the Federal Acquisition Regulation (Chapter 1, Title 48, Code of Federal Regulations). An amount not to exceed 10% of the cost of the fabricated item will be allowed for the fabricator's profit. If the fabricator is a subcontractor, the overhead and profit percentages for the contractor and any subcontractor at a higher tier having a contractual relationship with the fabricator shall be allowed in accordance with this clause.

(e) Changes involving decreases in price. For changes involving only a decrease in price, the contractor and subcontractors shall return as credit for overhead and profit those same percentages which are allowed for like changes involving increases in price. On changes involving both an increase and a decrease in price, overhead and profit will be allowed only on the net increase.

(f) Changes involving increases or decreases on basis of contract specified unit prices. No percentages for overhead and profit will be added to, or deleted from, any unit prices in event of an increase or decrease in the contract requirements on the basis of contractual unit prices.

#### EXHIBIT A

#### TYPICAL FORM OF BREAKDOWN FOR PRICE ADJUSTMENT

##### SUBCONTRACTORS' BREAKDOWN

Items Involved	Quantities	Unit Cost	Equipment	Material	Labor	Extensions		Unit Cost
						Totals	Final Totals	
Excavation (Identify)								

Items Involved	Quantities	Unit Cost	Equipment	Material	Labor	Totals	Final Totals	Unit Cost
* Volume								
* Crane Operator								
* Laborers								
Shoring (Identify)								
* Area								
* Welder								
Subcontractor Total								

**PRIME CONTRACTOR'S BREAKDOWN**

Items Involved	Quantities	Unit Cost	Equipment	Material	Labor	Extensions		Unit Cost
						Totals	Final Totals	
West Wall (Cinder Block)								
* Area								
* Block 8x8x16								
* Mortar								
* Mason								
* Laborer								
Subtotal								
Prime Contractor's Total								
Prime Contractor's Overhead and Profit on Subcontractor								
Total								

(End of Clause)

52.243-7

## 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 15 (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

- (i) What contract line items have been or may be affected by the alleged change;
- (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and



(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within 15 (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

#### AOC52.202-2

#### Definitions - Construction (Jun 2004)

(a) The term Government means the United States of America, represented by the Architect of the Capitol, who is the Contracting Officer.

(b) The term head of the agency means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The other authority as used in this paragraph includes the Architect of the Capitol in cases in which he has final jurisdiction or supervision over the work involved.

(c) The term Architect as used in the contract documents shall mean the Architect of the Capitol.

(d) The term Contracting Officer as used in the contract documents means the Architect of the Capitol or his duly authorized representative.

(e) The term his duly authorized representative means any person or persons or board authorized to act for the head of the agency within the scope of their authority.

(f) The term Contractor means the individual, partnership or corporation entering into a contract with the Government to perform the



work specified.

(g) The term Subcontractor, as used in this part, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or other subcontractor. There is no privity of contract between the Government and the Subcontractors.

(h) The term Project Director means the individual designated by the Architect to monitor the progress of work from a technical standpoint. The duties and responsibilities of the Project Director shall include supervision of scheduling, receipt and verification of Contractor's payrolls in accordance with the Davis Bacon Act, coordination between Divisions, concerning resolution and/or avoidance of potential problems and, to the extent authorized by the Delegation of Authority, if any, issuance of clarifications, supplemental agreements and change orders to the Contractor.

(i) The term contract documents includes, collectively, the Project Manual, the contract drawings and the addenda and modifications thereto, if any.

(j) The term work includes, but is not limited to, materials, labor, and manufacture and fabrication of components.

(k) The term specifications means the portion of the Contract Documents that consist of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

(l) The term drawings means the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, that show the design, location and dimensions of the Work, and generally includes plans, elevations, sections, details, schedules and diagrams.

(m) Wherever in the specifications or upon the drawings the word directed, required, ordered, designated, prescribed, or words of like import are used, it shall be understood that the direction, requirement, order, designation, or prescription, of the Contracting Officer is intended and similarly the words approved, acceptable, satisfactory, or words of like import shall mean approved by or acceptable to, or satisfactory to the Contracting Officer, unless otherwise expressly stated.

(n) Where as shown, as indicated, as detailed, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word provided as used herein shall be understood to mean provide complete in place, that is furnished and installed.

(End of clause)

#### AOC52.203-1

##### Advertising/Promotional Materials (Dec 2005)

(a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.

(b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.

(c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.

(End of clause)

#### AOC52.203-2

##### Disclosure of Information to the General Public (Jun 2004)



(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) General public, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

#### AOC52.204-1

Printed or Copied Double-sided on Recycled Paper (Jun 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

#### AOC52.211-3

Deficiencies in Contract Documents (Jun 2004)

The Contractor shall promptly inform the Contracting Officer, in writing, of any discovered errors, omissions, discrepancies, conflicts or ambiguities in the contract documents before proceeding with any work affected by such factors. Failure to do so will be at the risk of the Contractor.

(End of clause)

#### AOC52.215-10

Examination of Records (Jun 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term subcontract as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

#### AOC52.215-11

Audits (Jun 2004)

(a) If the price of this contract is changed through the operation of any of the provisions of this contract, the Contractor, within such reasonable time as the Contracting Officer may direct, shall submit complete and accurate cost and pricing data in support of any claim asserted under such provisions.

(b) With the submission of cost and pricing data the Contractor shall supply the following certification by a duly authorized corporate

officer, partner, or owner, as applicable:

"This is to certify that, to the best of my knowledge and belief, the cost and pricing data herewith submitted to the Contracting Officer in support of a price adjustment under Supplement/Claim No. for \_\_\_\_\_ (identify by description) are accurate and complete and they are current as of \_\_\_\_\_ (date).

Date of Execution \_\_\_\_\_

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_"

(c) The Contracting Officer in accordance with the FAR clause Audit and Records - Negotiation , 52.215-2, has the right to examine all books, records, documents and other data of the Contractor or subcontractor in order to evaluate the accuracy, completeness, and currency of cost or pricing data thus submitted. The Contractor shall insert an appropriate provision in all subcontracts for the purpose of making the requirements of this paragraph applicable thereto.

(End of clause)

#### AOC52.219-1

Utilization of Small Business Concerns (Aug 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

#### AOC52.222-3

Convict Labor (Jun 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

#### AOC52.222-4

Overtime Work (Aug 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record (see AOC52.232-2, Payments - Services or AOC52.232-3, Payments - Services Utilizing Time Records).

(End of clause)

#### AOC52.222-7

Workmen's Compensation Laws (Jun 2004)

The Contractor and his subcontractors employed on the site shall comply with the Workmen's Compensation Laws of the District of Columbia .

(End of clause)

#### AOC52.223-1

Hazardous Material Identification and Material Safety Data - Supplement (Jun 2005)

(a) Except as provided in paragraph (c), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets



(MSDS s), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in FAR 52.223-3(b).

(b) For items shipped to consignees, the Contractor shall include a copy of the MSDS s with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS s to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(c) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS in or on each shipping container. If affixed to the outside of each container, the MSDS s must be placed in a weather resistant envelope.

(d) For items provided to a construction site, the contractor shall provide two copies of each MSDS. One copy shall be provided to the COTR in accordance with the Division 1 submittal requirements, and a second copy shall be kept in an MSDS binder on the job site.

(End of clause)

#### AOC52.223-3

##### Security Markings (Jun 2004)

(a) Before dissemination to subcontractors or other personnel, all AOC drawings and electronic copies thereof shall be considered at a minimum to be sensitive but unclassified (SBU). The following statement shall be imprinted on each page of drawings:

PROPERTY OF THE UNITED STATES GOVERNMENT  
COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR SPECIFICATIONS TO  
UNAUTHORIZED USERS IS PROHIBITED

Do not remove this notice

Properly destroy documents when no longer needed

(b) The following paragraph shall be included on the cover page of the information (such as the cover page on a set of construction drawings and on the cover page of the specifications).

PROPERTY OF THE UNITED STATES GOVERNMENT  
COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR SPECIFICATIONS TO  
UNAUTHORIZED USERS IS PROHIBITED

Do not remove this notice

Properly destroy documents when no longer needed

(End of clause)

#### AOC52.223-4

##### Transmission or Posting of Drawings/Specifications (Jun 2004)

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol.

(End of clause)

#### AOC52.223-10

##### Affirmative Procurement of Biobased Products under Contracts for Services and Construction (Mar 2007)

(a) *Definition.* "Biobased product" (7 U.S.C. 8101(2)) means a product determined by the U.S. Department of Agriculture to be a commercial or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products or renewable domestic agricultural materials (including plant, animal, and marine materials) or forestry materials.

(b) In the performance of this contract, the contractor shall make maximum use of biobased products that are USDA-designated items unless the product cannot be acquired --

(1) Competitively within a time frame providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(c) Information about this requirement and these products is available at <http://www.biobased.oce.usda.gov/>.

(End of clause)

#### AOC52.225-1

##### Buy American Act - Supplement (Jun 2004)

In addition to provisions of the above clause entitled, Buy American Act, the General Provisions of the Legislative Branch Appropriations Act provides in part, as follows:

(a) It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in the Act should be American-made.

(b) In providing financial assistance to or entering into any contract with, any entity using funds made available in the Act, the head of each Federal Agency, to the greatest extent practicable, shall provide to such entity a notice describing the statement made in Paragraph (a) above, by the Congress.

(End of clause)

#### AOC52.228-2

##### Insurance - Work on a Government Installation (Jul 2005)

(a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.

(b) Within twenty (20) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

(1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;

(2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or

(3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

(d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

#### AOC52.228-4

##### Indemnification and Hold Harmless Agreement (Jun 2004)



The Contractor agrees to indemnify and hold the Government harmless against any and all claims for damages to persons or property from any cause or causes whatsoever arising out of the performance of services covered by the contract; including, but not limited to, errors, omissions or negligent acts of the Contractor, but excluding active negligence of the Government, and against any and all costs, expenses, attorney's fees, and liability incurred by the Government in defending against such claims, whether the same proceed to judgement or not. In the prosecution of any successful claim or suit by the Government for the enforcement of this contract, the Contractor shall reimburse the Government for any reasonable attorney's fees and costs of claim or suit incurred by the Government.

(End of clause)

#### AOC52.228-5

#### AOC52.228-5 Payment Protection and Performance Bonds - Construction (Dec 2006)

- (a) Payment protection and performance bonds. (1) For a new definitive contract (one containing no provisions for issuance of task orders) or purchase order, payment protection and performance bonds, if required, shall be provided by the contractor after notice of award of the contract.
- (2) For indefinite-delivery contracts, the contractor has the option of providing --
- (i) Payment protection and performance bonds for the total estimated amount of the contract within the time frame as specified elsewhere in the contract; or
- (ii) Payment protection and performance bonds upon the issuance of each task order under the contract and as determined by the value of the instant task order within the time frame as specified elsewhere for the instant task order.
- (b) Required bonds. (1) A performance bond is not required if the original contract, purchase order, or task order amount is \$100,000 or less.
- (2) A performance bond (Standard Form 25) is required if the original contract, purchase order, or task order amount exceeds \$100,000. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract, purchase order, or task order amount.
- (3) Payment protection is not required if the original contract, purchase order, or task order amount is \$30,000 or less.
- (4) Payment protection is required if the original contract, purchase order, or task order is greater than \$30,000. The penal amount of payment protection at the time of award shall be 100 percent of the original contract, purchase order, or task order amount. See FAR 52.228-13, Alternative Payment Protections, for the types of acceptable payment protection.
- (c) Irrevocable letter of credit. If an irrevocable letter of credit is used, FAR 52.228-14, Irrevocable Letter of Credit, is applicable and can be found at <http://www.arnet.gov/far/index.html>.
- (d) Additional bond protection. (1) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.
- (2) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain an additional bond.
- (e) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified elsewhere in the contract or order or prior to commencing work, whichever is sooner.
- (f) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway Room 6F01, Hyattsville MD 20782 or via the internet at <http://www.fms.treas.gov/c570>.
- (g) Notice of subcontractor waiver of protection (40 U.S.C. 270 b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.
- (h) Upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this

contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

#### AOC52.228-6

##### Notice to Sureties (Jun 2004)

The final inspection and acceptance of the work included in this contract shall not be binding or conclusive upon the Government if it shall subsequently appear that the Contractor has willfully or fraudulently, or through collusion with the representatives of the Government in charge of the work, supplied inferior material or workmanship, or has departed from the terms of the contract, or if defects of any kind should develop during the period that the guarantees covering such material and workmanship are in force. In such event, the Government shall have the right, notwithstanding such final acceptance and payment, to have the work removed and to cause the work to be properly performed and satisfactory material supplied to such extent as, in the opinion of the Contracting Officer, may be necessary to finish the work in accordance with the drawings, if any, and specifications, at the expense of the Contractor and the sureties on its bond, and the Government shall have the right to recover against the Contractor and its sureties the cost of such work, together with such other damages as the Government may suffer because of the default of the Contractor in the premises, the same as though such acceptance and final payment had not been made.

(End of clause)

#### AOC52.232-4

##### Payments - Construction (Sep 2005)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, or estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested;

(ii) A listing of the amount included for work performed by each subcontractor under the contract;

(iii) A listing of the total amount of each subcontract under the contract;

(iv) A list of the amounts previously paid to each such subcontractor under the contract; and

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete Paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification.



(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name) \_\_\_\_\_

(Title) \_\_\_\_\_

(Date) \_\_\_\_\_

(d) Retainage. In making such progress payments, there shall be retained 10 percent of the estimated amount until final completion and acceptance of all work required by the contract. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining partial payments to be made in full. Also, whenever the work is substantially complete, the Contracting Officer, if he considers the amount to be retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made therefore without retention of a percentage. Retainage under any contract action awarded by the Architect functioning in the capacity as a Contracting Officer for the agency shall be released by the Architect rather than an administrative Contracting Officer.

(e) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(f) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claims to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(g) Invoices shall be issued monthly as defined in Paragraph (b) in which services are performed by the Contractor. Properly certified invoices shall be FAXED to the Architect of the Capitol, Accounting Division at (202) 226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226 2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

(1) Contract Number;

(2) Name and address of Contractor;

(3) Invoice Date;

(4) Period the payment covers; and

(5) Amount by line item as identified in the Schedule.

(h) Each invoice shall be in accordance with the SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS FOR CONSTRUCTION completed during the payment period. The Contractor shall keep accurate time records for each of his personnel employed in the work, and information copies of the Contractor's time records (payrolls) shall be submitted with each invoice for payment. Original certified copies of Contractor's payrolls shall have been submitted weekly in arrears to the Contracting Officer in accordance with the Davis Bacon Act.

(i) Payments will be made directly to your financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment By Electronic Funds Transfer - Other than Central Contractor Registration.

(End of clause)



AOC52.232-6

## Payment by Electronic Funds Transfer - Other than Central Contractor Registration (Jun 2004)

## (a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

## (d) Suspension of payment.

(1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor provided EFT information in the correct manner, the Government remains responsible for--

(i) Making a correct payment; and

(ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and assignment of claims. If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.



(g) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) EFT Information. The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

(1) The contract number;

(2) The contractor's name and remittance address as stated in the contract(s);

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;

(4) The name, address, and 9 digit Routing Transit Number of the contractor's financial agent; and

(5) The contractor's account number and the type of account (checking, saving or lockbox).

(j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:

Name:

Architect of the Capital

Accounting Division

Mailing Address:

2nd and D Streets SW

Ford House Office Building

Washington, DC 20515

Telephone:

(202) 226-2552

Facsimile:

(202) 225-7321

(End of clause)

AOC52.232-9

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#### Payment of Interest on Contractor Claims (Jun 2004)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.



(End of clause)

#### AOC52.232-12

##### Assignment - Supplement (Sep 2004)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 (ASSIGNMENT OF CLAIMS) as incorporated by reference in Section I.

(End of clause)

#### AOC52.233-1

##### Disputes (Jun 2004)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(End of clause)

#### AOC52.233-2

##### Claims for Equitable Adjustments - Waiver and Release of Claims (Jun 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

#### AOC52.233-3

##### Limitation on Damages for Delay (Jun 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of any damages, of any nature whatsoever, which the Contractor, or its subcontractor at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedies in such event shall be a reimbursement of direct costs necessarily incurred as a result of the foregoing causes, and an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) For the purposes of this clause, the term "Damages" shall include all indirect and/or impact costs which shall include, without



limitation: unabsorbed Home Office Overhead (including calculations under the "Eichleay Formula"), Idle Labor and Equipment, Loss of Productivity, and Interest; the term "Damages" shall not include on-site direct costs, which shall include direct labor (superintendence, labor, time-keeping, and clerical work) direct materials and supplies (including material handling), direct equipment, restoration and cleanup, overhead and profit (but only as permitted under the clauses Changes and Changes - Supplement, taxes, insurance, and bonding costs, which will be calculated in accordance with the clauses Changes and Changes - Supplement. Provided, however, that the accounting practice of treating these costs as "direct" shall be in accordance with

(1) The Contractor's established and consistently followed cost accounting practices for all work; and

(2) FAR Cost Accounting Cost Principles and Procedures (FAR Part 31).

(c) To the extent that any other provision of this contract provides for the payment of damages, as defined in this clause, to the Contractor and is thus inconsistent with the provisions of this clause, such other provision will be superseded hereby with respect to the issue of damages.

(End of clause)

#### AOC52.236-1

##### Access to Work (Jun 2004)

(a) The Contracting Officer or his representative may visit and inspect the Contractor's plant, without advance notice, at any time during the course of this contract, and he shall be granted every available assistance to facilitate such inspection.

(b) The Contracting Officer and proper members of his staff shall at all times have access to the work, and the Contractor shall provide proper and safe facilities for such access and for inspection.

(End of clause)

#### AOC52.236-2

##### Other Contracts and Work (Jun 2004)

(a) The Contractor shall fully inform himself as to conditions relating to construction and labor under which other work, if any, is being performed, or is to be performed, by or for the Government, by contract or otherwise, where such work may affect or be affected by, operations under this Contract.

(b) Notwithstanding the performance by other parties of work at the site during performance of this contract, the Contractor shall prosecute the work diligently and continuously, and he shall cooperate in every way with such other parties. The Contractor shall give such other parties, to the extent their work is affected by his work, all information necessary for the proper execution of their work, without delay. The Contractor shall so arrange and conduct his work that other parties may complete their work at the site according to schedule. All other work under the instant contract shall be carefully coordinated with work under such other contracts.

(End of clause)

#### AOC52.236-3

##### Accident Prevention and Safety and Health Programs - Construction (Sep 2004)

(a) The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others and comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein. He shall also be responsible for all materials delivered and work performed until completion and final acceptance of the entire contract work, except for any completed unit thereof which theretofore may have been finally accepted.

(b) Williams-Steiger Occupational Safety and Health Act. The Contractor shall also comply in all aspects of the job with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations. The Contractor shall bring to the attention of the Architect any work encountered which may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(c) National Fire Protection Association standards. The Contractor shall comply with all applicable standards of the National Fire Protection Association relative to fire prevention, except to the extent that more exacting requirements are specified or imposed by the Contracting Officer. The Contractor shall keep and properly maintain fire prevention devices at the job site and shall take all possible precautions deemed necessary by the Government representative in charge of the work.



(d) Protection of property and persons. (1) The Contractor shall protect all of his material and work at the site, whether incorporated in the work or not, against damage or loss from any cause, and he shall take all necessary precautions against damage to all other work and material on the site. He shall provide and maintain necessary safeguards for protection of his employees, Government employees and the public generally, and he shall take all other proper precautions for their protection against injury. He shall comply with all directives and regulations of the Contracting Officer and other proper authorities relative to the use of public property.

(2) The Contractor shall protect all electric, telephone, computer facilities, water, gas, sewer, steam and other underground utility lines, in sidewalks, streets or other areas in, under or around the site, to the satisfaction of the Contracting Officer, the Government of the District of Columbia, and all other authorities having jurisdiction.

(3) The performance of work at the site by other parties shall not relieve the Contractor from any liability for loss or damage or from his obligations under this contract. No agreement or arrangement between the Contractor and others as to a division or proportionate share of liability for loss or damage incurred, or of the cost of insurance, shall in any way relieve the Contractor of such liability or his obligations under this contract.

(e) The Contractor shall comply with the requirements of FAR 52.236.13, Accident Prevention. In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to suspend work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to suspend the work to the Contractor formalizing the specifics of the verbal suspension of work.

(f) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

#### AOC52.236-4

##### Cutting and Patching (Jun 2004)

Prior to initiation of the work operations of either cutting or patching, as a necessary requirement of the work under this contract, of any structural component or of lintels, stair systems, piping, duct work, vessels, equipment and like items in the building, the Contractor shall consult with the Contracting Officer and follow explicitly his directions and stated requirements concerning methods, materials, the manner in which the work is performed, and the level of competence and skill possessed by Contractor's employees, or those of subcontractors, who are proposed to be employed in said cutting and/or patching operations.

(End of clause)

#### AOC52.236-5

##### Cleaning and Restoring (Jun 2004)

(a) The contractor shall remove dirt and debris resulting from the operations under this contract daily.

(b) The Contractor shall, as a condition precedent to the final acceptance of the work, remove from the site of the work all remaining plant, installations, temporary barricades, temporary facilities, equipment, tools, materials, refuse, rubbish and waste, used or accumulated in connection with, but not incorporated in, the work, unless otherwise specified or directed, and he shall leave the buildings, grounds, streets, and all public places occupied by him in a thoroughly clean, neat and satisfactory condition.

(End of clause)

#### AOC52.236-8

##### Scheduling of Work (Aug 2004)

(a) The Contractor shall, before commencing work on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of partial payments until the Contractor submits the required schedule.

(b) The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours as necessary to insure



prosecution of work in accordance with the approved schedule. If, in the opinion of the Contracting Officer, the Contractor falls behind in the scheduled progress, the Contractor shall take such steps as may be necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained. The provisions of this subparagraph shall not be construed as prohibiting work on Saturdays, Sundays and holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, if the Contractor so elects and if approved.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

#### AOC52.236-9

##### Schedule of Values (Jun 2004)

(a) The Contractor shall, in accordance with the requirements of the Contracting Officer, prepare and submit for approval a schedule of estimated values of all parts of the work, and shall submit such quantity breakdowns pertinent thereto as the Contracting Officer may deem necessary for the proper checking of partial payment requisitions and for other administrative purposes. The total of the schedule of values shall equal the amount of the contract. The values employed in making this schedule will be used only for determining partial payments; they will not be used as a basis for determining an increase or decrease in the contract price. The listings and subdivisions of this schedule for estimated costs and quantity breakdowns shall be as approved by the Contracting Officer.

(b) The submission and approval of the schedule of values shall be a condition precedent to the making of partial payments.

(End of clause)

#### AOC52.236-10

##### Specifications and Drawings for Construction (Feb 2007)

(a) The Contractor shall keep on the site of the work a copy of the drawings and specifications, and of approved shop drawings, product data and samples and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, or in case of discrepancy either within the figures, within the drawings, or within the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information he considers necessary, unless otherwise provided.

(b) Shop drawings means drawings submitted to the Government by the Contractor, subcontractor, any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

(c) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (c); and
- (5) Reproduce and print contract drawings and specifications as needed.

(d) In general--



- (1) Large scale drawings shall govern small scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (e) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (f) The work shall conform to the specifications and the contract drawings included as part of this contract.
- (g) The Contractor shall submit to the Contracting Officer for approval shop drawings, product data and samples as required under the various sections of this Project Manual. The Contractor shall coordinate all such submittals, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings, product data, or samples submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for re-submission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such submittals, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with Paragraph (d) below.
- (h) If shop drawings, product data, or samples show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (i) Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings, product data or samples delivered under this contract.
- (j) The provisions of this entire paragraph shall be included in all subcontracts at any tier.

(End of clause)

#### AOC52.236-12

##### Product Data and Samples (Jun 2004)

- (a) Product data shall mean information (e.g., catalog cuts, standard illustrations, drawings, performance charts, data and brochures) pertinent to a particular product, equipment or material required as a part of the work. Product data is required to establish, for the purposes of evaluation and approval, details of the product offered in response to specifications elsewhere in the contract documents. Product data pertains to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes, in addition to the above, the manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any).
- (b) Samples are physical examples of materials, equipment or workmanship that will be used by the Contracting Officer to establish standards by which the work will be judged.
- (c) Samples not subject to destructive tests may be retained by the Contracting Officer until completion of the work; they will then be returned to the Contractor, at his own expense, if he so requests in writing.

(End of clause)

#### AOC52.244-1

##### Award of Subcontracts and Other Contracts for Portions of the Work (Sep 2005)

- (a) The Contractor is responsible for coordination of all work performed by its own workforce and those of its subcontractors. Each subcontractor shall be experienced in and capable of performing in a satisfactory manner all work in his speciality, and shall meet the standard of competence established for the Contractor.
- (b) The Contractor shall be responsible for all acts of subcontractors employed by him under this contract, and for their compliance with all terms and provisions of the contract applicable to their performance. The Contractor shall continuously coordinate the work of



all sub-contractors to assure proper processing and progress of the Work. The Contractor shall require each subcontractor to (1) examine the project schedule, shop drawings and the work of other trades and all sections of the specifications to the extent necessary for satisfactory Installation of his work, and connection between his work and the work of other trades; (2) coordinate his work accordingly; and (3) cooperate with other trades toward timely and satisfactory completion of the entire work.

(c) Organization of the specifications into sections and subsections and the arrangement of drawings shall not control the Contractor in dividing work among subcontractors or in establishing the extent of work to be performed by any trade.

(d) The Government reserves the right to require dismissal of any subcontractor who, by reason of previous unsatisfactory work on AOC projects or for any other reason, is considered by the Contracting Officer to be incompetent or otherwise objectionable for performing work under this contract.

(e) Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the Government.

(End of clause)

#### AOC52.245-1

##### Inventory Control and Indemnification of Property (Jun 2004)

(a) The Contractor shall be liable for the return of the articles picked-up for service under this contract, in accordance with the count as reflected on the "INVENTORY CONTROL VOUCHER" (ICV); see sample attached in Section J. A separate ICV will be completed for each pick-up and verified against the ICV at the time of delivery.

(b) Two copies of each verified ICV shall be given to the Contractor's representative at the time of delivery; one of which shall be submitted with the Contractor's payment invoice. Failure of the Contractor's representative to verify, by signature on the ICV, any of the ICV totals will be at the Contractor's own risk for purposes of determining any loss of, or damage to, the articles to be serviced under this contract.

(c) The Contractor shall indemnify the Government for any property delivered to the Contractor for servicing under this contract which is lost, or which is damaged and, in the opinion of the Contracting Officer, cannot be repaired satisfactorily. In either of these events, the Contractor shall pay to the Government the value thereof in accordance with Federal Supply Schedule price lists. If the property is not on these price lists, the Contracting Officer shall determine a fair and just price. Credit shall be allowed for any depreciation in the value of the property at the time of loss or damage, and the parties hereto shall determine the amount of the allowable credit. If the parties fail to agree upon the value of the property, or fail to agree on the amount of credit due, the dispute shall be determined as provided in AOC52.233-1, Disputes.

(d) The payment of the lost property will be applied as a credit on the current monthly invoice at the time the amount of the allowable credit is agreed upon by the Contracting Officer and the Contractor.

(e) In case of damage to any property which the Contracting Officer and the Contractor agree can be satisfactorily repaired, the Contractor shall repair the property at their own expense in a manner satisfactory to the Contracting Officer.

(End of clause)

#### AOC52.246-1

##### Final Inspection and Acceptance - Construction - Supplement (Mar 2007)

(a) No inspection or other action of the Government shall be construed to constitute a final acceptance of any portion of the work under this contract until all work under the contract is completed. None of the work under the contract shall be deemed to be finally accepted until the Contractor, upon completion and final inspection of all work, is notified in writing of final acceptance of work under the contract, or in lieu thereof, until final payment of the final voucher as prescribed in AOC52.232-4, Payments - Construction. The provisions of FAR clause 52.246-12, Inspection of Construction are hereby modified by the provisions of this paragraph with respect to the finality of acceptance of any portion of the work by the Government prior to completion of all work under the contract.

(b) The Contractor shall notify the Contracting Officer, at least 10 days in advance, of the date the work will be fully complete and ready for final inspection. Any additional costs incurred by the Government due to necessary reinspection of work found not ready for final inspection upon the Contractor's notice of completion will be charged to the Contractor and deducted from the contract price.

(End of clause)



## AOC52.246-4

## Warranty of Non-commercial Items (Jun 2004)

(a) Definitions. "Acceptance", as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Correction", as used in this clause, means the elimination of a defect.

"Supplies", as used in this clause, means the end item furnished by the Contractor and related services required under the contract. The word does not include "data".

(b) Contractor's Obligation. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 12 months from the date of final delivery and acceptance all supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(2) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(c) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(d) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(e) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(f) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

## 52.252-2

## Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses] [www.gsa.gov](http://www.gsa.gov) or [www.arnet.gov](http://www.arnet.gov)

(End of clause)

## Clauses By Reference

Clause	Title	Date
52.246-12	Inspection of Construction	11/08/2006

## Clauses By Reference

Clause	Title	Date
52.203-3	Gratuities	11/08/2006
52.222-26	Equal Opportunity	03/22/2007

Clause	Title	Date
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	11/08/2006
52.228-2	Additional Bond Security	11/08/2006
52.228-12	Prospective Subcontractor Requests for Bonds	11/08/2006
52.236-26	Preconstruction Conference	11/08/2006
52.246-21	Warranty of Construction	11/08/2006
52.203-5	Covenant Against Contingent Fees	11/08/2006
52.203-6	Restrictions On Subcontractor Sales To The Government	11/08/2006
52.215-2	Audit and Records--Negotiation	11/08/2006
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	11/08/2006
52.222-7	Withholding of Funds	11/08/2006
52.222-8	Payrolls and Basic Records	11/08/2006
52.222-9	Apprentices and Trainees	11/08/2006
52.222-10	Compliance with Copeland Act Requirements	11/08/2006
52.222-11	Subcontracts (Labor Standards)	11/08/2006
52.222-12	Contract Termination-Debarment	11/08/2006
52.222-6	Davis Bacon Act	11/08/2006
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	11/08/2006
52.222-14	Disputes Concerning Labor Standards	11/08/2006
52.222-15	Certification of Eligibility	11/08/2006
52.222-27	Affirmative Action Compliance Requirements for Construction	11/08/2006
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	11/08/2006
52.222-36	Affirmative Action For Workers With Disabilities	11/08/2006
52.223-6	Drug Free Workplace	11/08/2006
52.227-1	Authorization and Consent	11/08/2006
52.227-4	Patent Indemnity-Construction Contracts	11/08/2006
52.229-3	Federal, State And Local Taxes	11/08/2006
52.232-23	Assignment Of Claims	11/08/2006
52.236-2	Differing Site Conditions	11/08/2006
52.236-3	Site Investigation and Conditions Affecting the Work	11/08/2006
52.236-6	Superintendence by the Contractor	11/08/2006



Clause	Title	Date
52.236-7	Permits and Responsibilities	11/08/2006
52.236-8	Other Contracts	11/08/2006
52.236-11	Use and Possession Prior to Completion	11/08/2006
52.236-13	Accident Prevention	11/08/2006
52.242-13	Bankruptcy	11/08/2006
52.245-2	Government Property (Fixed Price Contracts)	11/08/2006
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	09/01/1996
52.249-10	Default (Fixed-Price Construction)	11/08/2006

## Supplementary Conditions

### AOC52.201-1

Contracting Officers Authority (Jun 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

### AOC52.201-2

Contracting Officers Technical Representative (COTR) (Mar 2005)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

### AOC52.211-5

Commencement, Prosecution and Completion of Work (Mar 2007)

(a) All work to be performed under this contract shall be completed within 514 calendar days after the date of contract award. No work under this contract shall be performed on Saturdays, Sundays or Federal holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, except with prior approval of the Contracting Officer.

(b) Time for completion of the contract work will be adjusted only in accordance with applicable clauses, e.g., Differing Site Conditions, Changes, Changes - Supplement, Suspension of Work, or other clauses, as appropriate.

(End of clause)

### AOC52.223-5

SPECIAL SECURITY REQUIREMENTS - SERVICES (MAR 2007)

(a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(c) All personnel provided by the Contractor and employed on the site of the work will be subject to a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.

(d) Prior to commencement of work, the contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police, Fairchild Building, 499 South Capitol Street SW, Washington, DC 20003.

(e) Within seven (7) calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Technical



Representative (COTR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.

(f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the employee(s) at all times during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the background security investigation will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.

(g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the Contractor. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.

(h) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through a magnetometer. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(i) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(j) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (f) above to the Contracting Officer's Representative.

(k) The Contractor's failure to return any ID badge, access card, or key issued under this contract or order shall result in a deduction of \$100.00 from the contract per ID badge, access card, and/or key not returned.

(End of clause)

#### AOC52.223-8

#### DELIVERY VEHICLE INSPECTION REQUIREMENTS (Apr 2007)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) Mobile Vehicle and Cargo Inspection System (Mobile VACIS). All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(c) 4700 Shepherd Parkway SW inspection facility. All other vehicles making deliveries to the above listed locations except for the U. S. Supreme Court shall utilize the off-site inspection and screening facilities at 4700 Shepherd Parkway SW, Washington, DC 20032.

(d) For all deliveries within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

(1) List of drivers;

- (2) Date of birth for each driver;
- (3) Social Security Number of each driver;
- (4) Vehicle make;
- (5) Vehicle model;
- (6) License tag number and state where vehicle is licensed;
- (7) Color of vehicle; and
- (8) Contractor name, if shown on the vehicle.

(e) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728. Updates to the information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(f) Information for deliveries made through the Shepherd Parkway facility must be faxed to (202) 226-0571. For verification of receipt, the contractor may call (202) 226-0905. Updates to the information must be renewed April 30, August 31, and December 31 of each year and provided to the U. S. Capitol Police whenever repetitive deliveries are anticipated.

(End of clause)

#### AOC52.236-11

##### Submittals (Jun 2004)

(a) The Contractor shall deliver all required submittals within the times specified elsewhere in this contract. Unless specifically stated otherwise, four (4) sets of each item shall be delivered by the contractor to the Contracting Officer's Technical Representative. An in-depth description of these submittals can be found in the appropriate technical sections of the specification. Any Schedule of Work prepared shall reflect delivery of these items. Failure to provide timely delivery of these submittals may be considered to be grounds for termination for default.

(b) The Government will review the submittals and either approve them as submitted, or mark required changes on them. If change are required, the Contractor shall deliver revised submittals for approval by the Government which incorporate all of the required changes within two weeks after receipt by the Contractor of the marked-up submittals.

(End of clause)

#### AOC52.242-2

##### AOC52.2242-2 CONTRACTOR PERFORMANCE EVALUATIONS (DEC 2006)

At the conclusion of contract performance and/or at any point during the performance of this contract, the AOC may elect to evaluate the Contractor and submit a final or interim performance evaluation into the appropriate on-line database designated as the repository of Contractor evaluations for the Federal Government. Any evaluation submitted shall include input from the Contracting Officer's Technical Representative and other agency personnel, as appropriate, and the Contracting Officer. The Contractor shall have the opportunity to review any evaluations and submit supporting information for any differing of positions between the Contractor and the AOC in accordance with the protocol established by the specific on-line database.

(End of clause)



## Representations and Certifications

### 52.203-2

#### Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

### 52.204-3

#### Taxpayer Identification (Oct 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal

Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

\_\_ TIN: \_\_\_\_\_.

\_\_ TIN has been applied for.

\_\_ TIN is not required because:

\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

\_\_ Sole proprietorship;

\_\_ Partnership;

\_\_ Corporate entity (not tax-exempt);

\_\_ Corporate entity (tax-exempt);

\_\_ Government entity (Federal, State, or local);

\_\_ Foreign government;

\_\_ International organization per 26 CFR 1.6049-4;

\_\_ Other \_\_\_\_\_.

(f) *Common parent.*

\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(End of provision)

52.209-5

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Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are \_\_ are not \_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \_\_ have not \_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against



them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### AOC52.204-2

#### Data Universal Numbering System (Duns) Number (Jun 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information

Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(d) Enter DUNS number: \_\_\_\_\_.

(End of provision)

AOC52.204-3

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Representations and Certifications (Nov 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

AOC52.215-8

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Authorized Negotiators (Jun 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

(End of provision)



## Solicitation Conditions

### L1

#### PROPOSAL COMPOSITION - SOURCE SELECTION PROCEDURES

(a) Proposals shall be submitted in two major subdivisions: Technical Proposal whose content and arrangement shall be as described in the provision entitled, INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL - CONSTRUCTION of this section, and a Price Proposal, which shall be prepared in detail on a basis as described and set forth in the provision entitled, INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL - CONSTRUCTION of this section.

(b) The Technical Proposal and the Price Proposal portions of each proposal tendered by any offeror shall each be enclosed in a separate sealed package, identified on its outer surface as to content in the manner prescribed in the article entitled SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS of this section and submitted in the following number of copies:

(1) Technical Proposal - One original and three (3) copies.

(2) Price Proposal - One original and one (1) copy.

(c) Each offeror may submit one or more proposals; however, each proposal shall be configured as described above, shall be considered on its own merits as to the completeness of submission and shall not share required documentation, bonding, or other requirements of submission with any other proposal submitted by the same offeror.

(End of provision)

### L2

#### INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL - SOURCE SELECTION PROCEDURES - CONSTRUCTION

(a) The Technical Proposal shall be organized in accordance with the following format to facilitate evaluation by the Government. The Technical Proposal shall contain a Specialized Experience / Past Performance subsection submitted in three ring binders, binder clips, rings, or other methods that allow the material to be viewed and removed easily. Spiral binding is strongly discouraged.

(b) Evaluation Factor - Specialized Experience / Past Performance. The offeror shall provide descriptions (no less than 3) of successfully managed contracts for the same or similar work held within the last five (5) years, to include descriptions of current or recently completed contracts performed by the offeror, and any proposed major subcontractors (if any). Contracts may be either commercial or Government. Each project description shall include at a minimum the following:

(1) Contract Number

(2) Contract award amount and final amount and description of any differences between the award amount and the final amount

(3) Procuring Agency/entity or contractor, and address

(4) Title of Contract, and location

(5) Name, address & current telephone & fax numbers\* & E-mail address\* of contract administrator or contracting officer at Agency/owner

\*(fax & E-mail are optional)

(6) Brief description of Project

(7) Period of Performance, with date of award and completion date

(8) Type of Contract

(End of provision)

### L3

#### INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL - CONSTRUCTION

(a) A firm fixed-price shall be entered by each offeror on the Schedule page for each line item (line item pricing, option, and unit prices) which shall represent the cost for performing the work required by this Request for Proposal. The Architect reserves the right to request from each offeror information regarding the breakdown of all costs that are included in each line item, to include copies of

all work sheets used in forming the proposed pricing. Erasures or other changes on any or all submissions shall be initialed by the signer of the proposal or by his duly authorized agent.

(b) The Price Proposal shall be submitted with the following required documents in the order shown below:

(1) SOLICITATION, OFFER, AND AWARD form (original signature required in Block 20B);

(2) The SCHEDULE page;

(3) the REPRESENTATIONS AND CERTIFICATIONS ; and

(4) the BID GUARANTEE .

(End of provision)

#### L4

#### EVALUATION CRITERIA - SOURCE SELECTION PROCEDURES - CONSTRUCTION

General Requirements. The evaluation criteria to be used by the Contracting Officer for the selection of a contractor to perform the work specified herein are defined below. The criteria are divided into Technical and Price categories. The Technical Evaluation factor is of equal importance to price. However, as the difference in technical merit between the proposals becomes less significant, the relative importance of the proposed prices will increase.

(a) Technical Evaluation Criteria. The criteria to be used in assessing the quality of each proposal are listed below.

(1) Evaluation Factor - Specialized Experience / Past Performance. The Government will evaluate the quality and extent of related experience and determine if the offeror has successfully completed work comparable to this project within the past five (5) years.

(2) Although the Government reserves the right to use any source of information available on the Offeror's past performance to either evaluate past performance or verify information provided by the Offeror, the Offeror shall provide information that demonstrates the offeror's past performance. The enclosed "AOC PAST PERFORMANCE QUESTIONNAIRE" shall be provided to each of the companies/agencies submitted by the offeror. The questionnaire(s) must be faxed by the companies/agencies to the attention of Matt Hazlinsky at (866) 813-9541 or (202) 225-7321, or emailed to mhazlins@aoc.gov by the date established for receipt of offers in order to be considered in the evaluation process. A neutral rating will be applied for those projects/contracts for which a questionnaire is not received.

(b) Price Evaluation Criteria. The Government will evaluate the price proposals of all firms found technically qualified. Price criterion measures not only actual dollars but also analyze the reasonableness of the offeror's proposed price. The evaluated price will be the sum of the proposed prices for Items 1 - 4.

(End of provision)

#### 52.211-6

#### Brand Name or Equal (Aug 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must-

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by-

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and



(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

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#### 52.216-1

Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

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#### AOC52.215-1

Instructions to Offerors (May 2007)

(a) Definitions. As used in this provision --

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror's risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) Packaging, transmission, and tracking of proposals. (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. (If this solicitation is for construction services and award will be made as lowest priced technically acceptable, with each copy of the form entitled, "SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)", the offeror shall enclose the completed Schedule page; offer guarantee, if required; and Representations and Certifications.) Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: Matt Hazlinsky, Room H2-263 Bid Room, Second and D Streets, S.W., Washington, DC 20515. Offeror shall write Bid Documents Enclosed, H2-263 Bid Room, and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U. S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. See Notice for Delivery on the front of the solicitation.

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed Solicitation, Offer and Award form as well as a copy of the FEDEX or UPS receipt to Matt Hazlinsky to (866) 813-9541 at the time of the issuance of their proposal.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other method will be rejected. OFFERORS - DO NOT MAIL YOUR OFFER BY REGULAR U.S. MAIL. See notice attached to this solicitation for special instructions.

(d) Submission, modification, revision, and withdrawal of proposals. (1) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation.



If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition, and-

- (i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;
- (ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or
- (iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

#### AOC52.215-2

#### Interpretations and Amendments (Jun 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least fifteen (15) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to [mhazlins@aoc.gov](mailto:mhazlins@aoc.gov) or via facsimile to (866) 813-9541.

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

- (i) Signing and returning the amendment;
- (ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;
- (iii) Letter or telegram; or
- (iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.



(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

#### AOC52.215-3

##### Restriction on Disclosure and Use of Data (Jun 2004)

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall

(a) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets) ; and

(b) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(End of provision)

#### AOC52.215-7

##### Preparation of Proposals - Construction (Jun 2004)

(a) Offers shall be submitted, in the quantities as stated elsewhere in this solicitation, on the accompanying printed form entitled, SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) and copies thereof, with blank spaces suitably filled in. Erasures or other changes on any or all submissions shall be initialed by the signer of the offer.

(b) Copies of the offer shall be identical and each copy shall give the full business address of the offeror, and be signed by him (see Block 20B of the form entitled, SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) with his usual signature. Offer by partnerships shall furnish the full names of all partners, and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Offers by corporations shall be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature. An offer by a person who affixes to his signature the word president, Secretary, agent, or other designation, without disclosing his principal, may be held to be the offer of the individual signing. When requested by the Government, satisfactory evidence of the authority of the offer signing in behalf of the corporation shall be furnished.

(End of provision)

#### AOC52.215-9

##### Failure to Submit Offer (Jun 2004)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name will be removed from the applicable mailing list.

(End of provision)

#### AOC52.228-7

##### AOC52.228-7 OFFER GUARANTEE - CONSTRUCTION (DEC 2006)

(a) An offer guarantee is required for all offers exceeding \$100,000. For a new definitive contract (one containing no provisions for issuance of task orders) or purchase order, the amount of the offer guarantee is based upon the proposed amount of the offer. For a requirements contract, the offer guarantee is based upon the price payable for the estimated total quantity. For an indefinite-quantity



contract, the offer guarantee is based upon the price payable for the specified minimum quantity. The price of any options is not included except for those options exercised at the time of the contract award.

(b) Failure to furnish an Offer Guarantee in the required form and amount, with and as a part of the proposal, will be cause for rejection of the proposal.

(c) The offeror shall furnish an Offer Guarantee of not less than 20% of the proposed price in the form of a firm commitment consisting of a Bid Bond, Certified Check, Cashier's Check, Irrevocable Letter of Credit, or Postal Money Order made payable to the Architect of the Capitol, or under Treasury Department Regulations certain bonds or notes of the United States. The Contracting Officer will return Offer Guarantees, other than Bid Bonds, (1) to unsuccessful offerors as soon as practicable after evaluation of the proposals; and (2) to the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

(End of provision)

#### AOC52.236-13

##### Visit to the Site of the Work - Construction (Jun 2004)

(a) It is strongly recommended that all prospective offerors visit the site where the work is to be performed, compare the work requirements with existing conditions, verify dimensions, if necessary, and fully inform themselves regarding the nature and scope of the proposed work and the conditions under which it will be conducted. Offerors shall also inform themselves regarding other work, if any, being done or to be done by or for the United States government, the District of Columbia government and utility companies, by contract or otherwise, where such work may affect or be affected by the operations under the contract. Failure to take these precautions will in no way relieve the successful offeror from his obligation to furnish all materials, services, labor, and any other requirements necessary to complete the work satisfactorily under the conditions established by the contract documents and without additional expense to the Government.

(b) A pre-proposal meeting will be conducted at the United States Capitol Building, West Front (at the fountain) Washington, D.C. for all prospective offerors on  
15 June 2007 at 10:00am, local time.

(c) The Architect will conduct one field inspection of the work immediately following the pre-proposal meeting. Those intending to participate shall meet at the address above. Information concerning the meeting may be obtained by telephoning Matt Hazlinsky at 202-226-0994.

(d) Offerors are encouraged to submit all questions in writing at least five (5) working days prior to the conference. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at any site visit, the pre-proposal conference or field inspection, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

(End of provision)

#### 52.225-10

##### Notice of Buy American Act Requirement--Construction Materials (May 2002)

(a) *Definitions.* "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act -Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.



(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested -

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

#### 52.225-10 Alt I

#### Notice of Buy American Act Requirement Construction Materials (May 2002)-Alternate I (May 2002)

(a) *Definitions.* "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--



(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

## 52.217-5

### Evaluation of Options (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

## AOC52.215-5

### Contract Award - Source Selection Procedures (Jun 2004)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may

(1) Reject any or all offers if such action is in the public interest;

(2) Accept other than the lowest offer; and

(3) Waive informalities and minor irregularities in offers received.

(c) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(d) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (d) of this provision), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)



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# **VOLUME I I**

# **TECHNICAL**

**SECTION 00 7319 - SAFETY AND HEALTH****PART 1 - GENERAL****1.1 DESCRIPTION OF WORK:**

- A. **General:** This section is general in nature and identifies some of the precautions necessary to protect the safety and health of employees, visitors, occupants and contract employees, and to prevent the loss of or damage to property and the environment. Note the Construction Contractor submittal requirements at paragraph 1.6.
- B. **Related Work Specification Sections:** The following sections, located elsewhere in this spec. package, indicate the scope of work and specific measures to control hazardous materials/conditions:
  - 1. Section 02 8301 - "EXTERIOR LEAD ABATEMENT."

**1.2 REFERENCES:**

- A. **General:** The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.
- B. **Code of Federal Regulations (CFRs):**
  - 1. 29 CFR 1910 - OSHA General Industry Safety and Health Standards.
  - 2. 29 CFR 1926 - OSHA Construction Industry Standards.
  - 3. EPA, Subchapter R - Toxic Substances Control Act (TSCA).
  - 4. 40 CFR Part 61 - EPA National Emission Standard for Hazardous Air Pollutants (NESHAPs).
  - 5. 40 CFR Part 761 - Polychlorinated Biphenyl Manufacturing, Processing, Distribution and Use.
  - 6. 40 CFR Parts 260 through 271 - EPA Resource Conservation and Recovery Act (RCRA).
- C. **Other Recognized Standards:**
  - 1. International Building Code.
  - 2. National Fire Code (NFPA).
  - 3. International Electrical Code (IEC).
- D. **Federal Standard 313A - Material Safety Data Sheets, Preparation and Submission.**
- E. **Applicable** state and local regulations shall apply.

**1.3 WORK COVERED BY THIS SECTION:**

- A. **General:** This section is applicable to all work performed under this contract.



**1.4 DEFINITION OF HAZARDOUS MATERIALS:**

- A. **General:** Refer to hazardous and toxic materials/substances, Subparts H and Z of 29 CFR 1910; and to others as defined in Federal Standard 313.
- B. **Those hazardous materials** most commonly encountered can include pesticides, cleaning agents, paints, adhesives, strippers, solvents, asbestos, polychlorinated biphenyls (PCB's), mercury vapor lamps, but may include others. Any unlabelled substance should be handled as hazardous material until properly identified.
- C. **All thermal systems insulation** (i.e., boiler insulation, duct insulation, pipe insulation), surfacing materials (i.e., plaster and sprayed-on fireproofing) and miscellaneous materials (i.e., asphalt flooring, ceiling tiles, adhesives and mastics, drywall, roofing, gaskets and cement board), must be considered asbestos containing unless proven otherwise in accordance with 29 CFR 1926.1101.
- D. **Pre-1978 Surfaces:** All finished/painted surfaces of buildings constructed prior to 1978 shall be considered finished with lead based paint unless proven otherwise.
- E. **Products likely to contain PCB's** are electrical transformers, capacitors, voltage regulators, and oil switches. Transformer vaults with PCB contaminated floors are identified by signage at the entry door (see paragraph 3.1).
- F. **Products likely to include mercury** are fluorescent light ballasts, switches, and gauges.

**1.5 QUALITY ASSURANCE:**

- A. **Pre-Construction Safety Meeting:** Representatives of the Contractor must meet with the Contracting Officer and his/her representative(s) prior to the start of work under this contract. The purpose of the pre-construction meeting is to review the Contractor's safety and health programs and policies, and to discuss the implementation of all safety and health provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in controlling any unsafe or unhealthy conditions associated with the work to be performed under the contract. If directed by the Contracting Officer, this meeting may be held in conjunction with other pre-construction meetings such as the General Pre-Construction meeting. The level of detail of the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor's principal on-site representative(s), the general superintendent and his/her safety representative(s) shall be in attendance.
- B. **Compliance With Regulations:** All work, including contact with and handling of hazardous materials, the disturbance or dismantling of structures containing hazardous materials, and/or the transport and disposal of hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926, and 40 CFR 761/260-271.
  - 1. **Asbestos Containing Materials:** Work involving the disturbance, dismantling or demolition of asbestos containing materials or structures containing asbestos; and/or

- the removal and disposal of asbestos, shall also comply with the requirements of 40 CFR Part 61, Subparts A and M, and 29 CFR 1915.1001 (where applicable), as well as AOC Specification 022623 (ASBESTOS ABATEMENT PROCEDURES).
2. **Lead Based Paint:** Work involving the disturbance, dismantling or demolition of lead based paint shall comply with 29 CFR 1926.62, as well as AOC Specification 022626 (LEAD ABATEMENT PROCEDURES). It shall be the responsibility of the Contractor to adequately test and characterize the waste by the toxicity characteristics leaching procedures (TCLP) - Lead. All lead based waste shall be managed and disposed of in accordance with Federal, state, and local regulations.
  3. **PCBs:** Work involving the removal and disposal of PCBs shall comply with 40 CFR 761. Removal and disposal of gross PCBs (contamination) and large PCB items (greater than or equal to 3 pounds (1.36 kg) of dielectric fluid) shall also comply with AOC Specification 022629 (PCB REMOVAL AND DISPOSAL). Work involving the removal of PCB light ballasts, switches and similar small PCB items (less than 3 pounds (1.36 kg) shall also comply with AOC Specification 022630 (HANDLING OF LIGHTING BALLASTS AND LAMPS CONTAINING PCBs AND MERCURY).
- C. **All work** shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.
- D. **Contractor Responsibility:** All Contractors shall assume full responsibility and liability for compliance with applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on his/her part, or that of his/her employees or subcontractors, which results in illness, injury or death. Construction Contractors shall comply with the following additional requirements in accordance with 29 CFR 1926.16 (Prime/Subs):
1. Compliance with the accepted accident prevention plan written by the prime Contractor for the specific work, submitted to the government, and reviewed by the Contracting Officer. The Contractor's plan will be job specific and will include work to be performed by the subcontractors, and measures to be taken by the Contractor to control hazards associated with materials, services, or equipment provided by suppliers.
  2. Regularly scheduled safety meetings shall be held at least once a week for all supervisors on the project to review past activities, to plan ahead for new or changed operations, and to establish safe working procedures for the anticipated hazards. An outline of each meeting shall be submitted through the Construction Manager to the Contracting Officer.
  3. At least one "toolbox" safety meeting shall be conducted weekly before start of work by field supervisors or foreman for all workers. An outline report of the meeting, including date, time, duration, attendance, subjects discussed and the name of the director shall be maintained and copies furnished to the designated authority on request.

#### 1.6 SUBMITTALS:

- A. **Submittal "Punch-List:"** A submittal punch list for projects involving "other" hazardous materials as identified in 1.6-E, and/or flammable/toxic products is provided as Appendix A.



- B. **Accident Reporting:** Serious accidents such as those resulting in: treatment of an injury at a medical facility; response by emergency medical personnel; or damage to property other than that of the Contractor will be reported to the contracting officer's representative by telephone within twenty-four hours of the occurrence. A copy of each accident report, which the Contractor or subcontractors submit to their insurance carriers, shall be forwarded through the Contracting Officer's Representative (Construction Engineer), to the Contracting Officer as soon as possible (in no event later than seven (7) calendar days after the occurrence). All accidents/losses shall be reported using AOC Form "Appendix B - Incident Investigation Report."
- C. **Permits:** When hazardous materials (as defined in Paragraph 1.4, and 40 CFR 261) are disposed of, the Contractor must obtain permits and manifests from applicable, Federal, state, or municipal authorities, and necessary certifications that the material has been disposed of as per regulations and submit copies to the AOC within 30 days of removal from the site.
- D. **Hot Work Permits:** When coordinating with the AOC's jurisdiction Superintendent for hot work, submit AOC Form "AOC Designated Hotwork Certificate," or other form that meets OSHA Standards, as required.
- E. **Scaffolding:** All scaffolding that is erected on this job will be erected in accordance with the requirements of 29 CFR 1926.45. When required by OSHA Standards, a scaffold erection plan will be developed by the Contractor, certified by an engineer and provided to the Contracting Officer (CO) prior to set up. Once in place, the Contractor's assigned safety officer shall inspect and document the conditions of the scaffold and scaffold anchor points prior to use, and once per shift thereafter. Weekly reports shall be provided to the designated Contracting Officer's Representative (COR) for inclusion in the contract records.
- F. **Construction Contractor's Plan of Action:** Submit a plan of action for handling hazardous materials (except for asbestos, lead based paint, PCBs and mercury lamps as they are covered by specific sections) and/or flammable or toxic products as follows. The Construction Contractor's plan of action shall contain:
1. Activity Hazard Analysis - identification of anticipated hazards, problems, and proposed control measures/mechanisms.
  2. Description of how applicable safety and health regulations and standards are to be met.
  3. Protection of the public or others not related to the operation.
  4. Means of protection for adjacent non-construction areas and occupants and for controlling dust/fumes/debris generated by the work.
  5. Specialized training and experience of employees to be used for the work.
  6. Type of protective equipment and work procedures to be used.
  7. Material Safety Data Sheets (MSDSs) for, and proposed procedures for using, disposing of, or storing toxic/hazardous materials (also see 29 CFR 1910.1200). All management and disposal of wastes shall be in accordance with Federal, states and local regulations.
  8. Phasing requirements to minimize impact to non-construction work activities.
  9. Emergency procedures for handling accidental spills, releases or potential exposures.

10. Interfacing of trades and control of subcontractors, if applicable.
11. Identification of any required analyses, test demonstrations, and validation requirements;
12. Methods of certification for compliance;
13. Hazard Communications Plan;
14. Trenching and Shoring Plan;
15. Multi-Employer Worksite Plan; and
16. Demolition plans outlining protective measures and responsibilities required under 29 CFR 1926, Subpart T.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS AND EQUIPMENT:**

- A. **Special facilities**, devices, equipment, clothing, and similar items used by the Contractor in the execution of work shall comply with the applicable regulations. Such materials and equipment shall be identified in the Plan of Action called for herein.

### **2.2 MATERIAL SAFETY DATA SHEETS (MSDSs):**

- A. **MSDSs** shall be available on-site for all products used under this contract. The prime contractor is responsible for meeting the hazard communication requirements, in accordance with 29 CFR 1910.1200. To the extent feasible, substitute non-flammable and non-toxic products.

## **PARTS - EXECUTION**

### **3.1 CAUTIONARY PROCEDURES AT EXISTING VAULTS:**

- A. **General:** Transformer vaults may have floors which are PCB contaminated. These vaults are generally marked by blue signs, which identify the vault as PCB contaminated. Consult the AOC Construction Manager to ascertain whether precautionary procedures must be taken. On rare occasions, vault doors in existing buildings may be equipped with protective alarms and devices. Consult the AOC Construction Manager to ascertain whether vault doors in areas under this contract are so equipped and have proper approved signage systems.

### **3.2 HAZARDOUS MATERIALS:**

- A. **General:** The Contractor shall bring to the Contracting Officer's attention, any material suspected of being hazardous which he/she encounters during execution of the work. The Contracting Officer shall then determine whether the Contractor shall perform tests to determine the nature or toxicity of the material. If the Contracting Officer directs the Contractor to perform tests, and/or if the material is found to be hazardous and additional protective measures are needed, a change of contract may be required (subject to applicable provisions of the contract).



### 3.3 CONFINED SPACES:

- A. **Confined Spaces:** It is the AOC's responsibility to identify and demarcate all known confined spaces within our facilities. In the event the Contractor determines that a confined space impacts the scope of work, immediately bring it to the attention of the Contracting Officer. The Contracting Officer will make a determination if the area is deemed a permit-required confined space, in which case additional protective measures will be required. The Contractor shall then submit a copy of their Confined Space Entry Program to the Contracting Officer or the COTR for review. The Contractor is responsible for prior notification of the Contracting Officer and the jurisdiction Superintendent on the type of work to be conducted in all confined spaces, and to issue the required entry permit according to their Confined Space Entry Program requirements.

### 3.4 CONSTRUCTION STOP WORK ORDERS:

- A. **Stop Work Orders:** Should the Contractor or his/her subcontractors be notified by the Contracting Officer's representatives of any non-compliance with the provisions of the contract, and/or that corrective action(s) are required, the Contractor shall immediately (if so directed) or within 48-hours after receipt of a notice of violation, correct the unsafe or unhealthy condition. If the Contractor fails to comply promptly, the Contracting Officer or his/her representatives may issue a "Stop Work Order" for all or any part of the work being performed. In instances of imminent danger conditions, the Contractor must stop all work immediately. When, in the opinion of the Contracting Officer or his/her representatives, satisfactory corrective action has been taken to correct the unsafe or unhealthy condition, a written order reinstating the work will be issued. The Contractor shall not be allowed any extension of time or compensation for damages by reason of, or in connection with, such work stoppage.

### 3.5 PROTECTION:

- A. **Contractor Responsibility:** The Contractor shall take all necessary precautions to prevent injury to the public, building occupants and visitors, and damage to or contamination of property or the environment. For the purposes of this contract, the public or building occupants shall include all persons not employed by the Contractor or subcontractor thereof.
- B. **Welding, Cutting, and Brazing:** The AOC specifically requires a permit for welding, cutting, and brazing. This permit, AOC Form "AOC Designated Hotwork Certificate," shall be approved each day by the AOC Superintendent or Construction Manager whenever welding, cutting or any open flame work is performed. Work areas shall be kept clear of combustibles within a 35-foot radius of any open flame work. Combustibles which cannot be removed shall be covered with flame-resistant blankets. Compressed gas cylinders shall be secured in a vertical position at all times. Valve protection caps shall be in place whenever cylinders are not in use, moved or stored. Appropriate fire extinguishers shall be maintained at welding and cutting operations. A designated fire watch shall sign and return the permit. The fire watch shall be on duty during operations and for a minimum of 30 minutes after completion of welding or cutting operations to ensure no possibility of fire exists.

- C. **Storage:** It is prohibited to store, position, or use equipment, tools, materials, scraps, and trash in a manner likely to present a hazard to the public or building occupants by its accidental shifting, ignition, or other hazardous qualities. Storing of combustible or flammable liquids shall be in accordance with the current edition of the National Fire Code for Flammable and Combustible Materials (NFPA 30). Compressed gases shall be stored in accordance with Compressed Gas Association (CGA) guidelines.
- D. **Obstructions:** No corridor, aisle, stairway, door, or exit shall be obstructed or used in such a manner as to encroach upon routes of ingress or egress utilized by the public or building occupants, or to present an unsafe or unhealthy condition to the public or building occupants.
- E. **Housekeeping:** Housekeeping practices shall be in conformance with OSHA 29 CFR 1910.22, 29 CFR 1910.141, 29 CFR 1910.1001, 29 CFR 1910.1025, 29 CFR 1926.25, 29 CFR 1926.62, and 29 CFR 1926.1101, for non-construction and construction contracts respectively. The following are public protection requirements for construction contracts:
- F. **Protection of the Public and Federal Employees:** Work shall not be performed in any area occupied by the public or Federal employees unless specifically permitted by the contract and the Contracting Officer and the jurisdiction superintendent, and unless adequate steps are taken for the protection of the public and Federal employees.
- G. **Fences & Barricades:** The work area shall be fenced, barricaded, or otherwise segregated from the public or building occupants to prevent unauthorized entry into the work area.
- H. **Alternate Precautions:** When the nature of the work prevents isolation of the work area and the public or building occupants may be in or pass through, under or over the work area, alternate precautions such as the posting of signs, the use of signal persons, the erection of barricades or similar protection around particularly hazardous operations shall be approved and used as appropriate.
- I. **Public Thoroughfare:** When work is to be performed over a public thoroughfare such as a sidewalk, lobby, or corridor, the thoroughfare shall be closed, if possible, or other precautions taken such as the installation of screens or barricades. When exposure to falling objects exists, as during the erection of building walls or during demolition, special protection of the type detailed in 29 CFR 1910/1926 shall be provided.
- J. **Temporary Construction Barriers:** Paragraphs 3.5-F through 3.5-1 above specify the erection of construction barriers in specific situations. Temporary construction barriers, partitions which cover a hole in a rated fire wall, or separate the construction from public access and exit corridors shall be erected floor-to-ceiling, wall-to-wall, and shall remain in place for the duration of the contract. The minimum construction standards for these temporary barriers shall be metal studs, anchored top and bottom at a maximum spacing of 16 inches (406 mm) on-center, and covered with a minimum of one layer of 1/2 inch gypsum wallboard.
- K. **Dust and Fume Control Measures:** Work performed adjacent to occupied areas shall be done within dust control barriers (generally constructed of polyethylene sheeting). To the extent feasible, maintain the work environment at a negative pressure differential with the



adjoining occupied areas. The use of fume and odor producing products and materials shall be done in such a manner, or at such a time as to minimize impact on building occupants. Provide measures to minimize tracking of dust through non-construction areas.

- L. **Roof Work:** During the performance of roofing work on low-pitched roofs, employees will be protected as required by the OSHA standards contained in 29 CFR 1926.500, except that a safety monitoring system, as defined in 29 CFR 1926.502(p)(7) is not an allowable option when working within six feet (1.83 m) of the roofs edge or any opening. When working within six feet (1.83 m) of the roof edge or an opening, motion-stopping safety systems, as defined in 29 CFR 1926.502(p)(5), will be used.
- M. **Removal of Fences and Barricades:** Fences and barricades shall be removed upon completion of the project, in accordance with local ordinance and to the satisfaction of the Contracting Officer or his/her representative(s).
- N. **Completion of Work:** Do not create or leave hazards unabated (e.g., open or absent electrical panels, unmarked circuit breakers/fuses, faceplates missing from receptacles, open manholes, etc.).

END OF SECTION 00 7319

**DIVISION 1 - GENERAL REQUIREMENTS****PART 1 - GENERAL****1.1 DESCRIPTION OF REQUIREMENTS:**

- A. **General Requirements:** The provisions or requirements of Division-1 apply to entire work of Contract and, where so indicated, to other elements which are included in project, and include, but are not limited to the following:

1. Summary of the Work.
2. Project Coordination.
3. Definitions and Standards.
4. Schedules and Reports.
5. Submittals.
6. Temporary Facilities and Controls.
7. Products.
8. Project Closeout.

**1.2 SUMMARY OF THE WORK:**

A. **Project/Work Identification:**

1. **General:** Project name is "Painting of the Exterior Woodwork and the Central West Front," United States Capitol, Washington, D.C., as shown on Contract Documents prepared by the Architect of the Capitol.
2. **Summary by Reference:** Work of the Contract can be summarized by references to the SCHEDULE, GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, Official Procedure for Making Changes in Contracts, Specification Sections, Drawings, Amendments and Modifications to the contract documents issued subsequent to the initial printing of this Project Manual and including, but not necessarily limited to, printed material referenced by any of these.
3. **Abbreviated Written Summary:** Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:
  - a. **Preparation and painting** of all exterior window sashes and frames, all wooden surfaces of all storm sashes and frames, all exterior doors and frames, ramps and enclosures.
  - b. **Preparation and painting** of all grilles and all iron doors and gates, as included in the appropriate Options selected.
  - c. **Preparation and painting** of West Front previously painted stone surfaces as identified by the Capitol Superintendent.
4. **Informational Drawings:** Drawings indicated as "For Information Only" are included for convenience with the Contract Documents and are NOT Contract Documents. These



drawings contain information requested by the AOC for the use of the Architect and other consultants to the AOC. The Contractor is expected to independently verify all information shown and provide his own surveys, testing, and verification of conditions shown therein.

5. **Use of the Contract Documents:** The Contract Documents are comprised of the Drawings (produced by several disciplines), the Specifications, the Amendments, the Contract, approved Changes and other directives. These documents are not to be used separately for bid or construction as they represent the entirety of the project. The Contractor is responsible for insuring that the documents are used together.
6. **Phasing Plan:** The Contractor is expected to complete all work sequentially to provide the minimum disruption of parking and normal building operations in the area. The Contractor will provide his own plan for approval by the Architect showing proposed sequencing of the work and coordination with Government parking requirements. The Contractor shall develop a phasing plan that accommodates the following work periods:
  - a. **2007 August Recess:** August 4 to September 3, 2007.
  - b. **2008 Spring Recess Periods:** April - 2 weeks, May 1 week; July - 1 week, and 4 to 5 weeks in August.
  - c. **Fall 2007:** The AOC will work with the Contractor to attempt to obtain permission for additional work in September of 2007, but such access is not assured.

**B. Contractor Use of Premises:**

1. **General:** The Contractor shall limit his use of the premises to the work indicated, so as to allow for the Government's occupancy and use by the public.
2. **Contractor Use of the Existing Building:** During the construction period the site and the building will be occupied by Members of Congress, other Government employees and the general public. Maintain the existing building in a safe and weather-tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period. Cooperate fully with the Architect or his representative during construction operations to minimize conflicts and to facilitate Government usage.
  - a. **Clear Passage:** Keep public areas such as hallways, stairs, elevator lobbies and toilet rooms free from accumulation of waste material, rubbish or construction debris.
  - b. **Smoking or open fires** will not be permitted within the building enclosure or on the premises.
  - c. **Use of Existing Elevators:** Refer to Article, Temporary Facilities, for designation of elevators available for use of Contractor's personnel. Use of other than designated elevators will not be permitted.
3. **Limitations on Use of the Site:** Limitations on site usage as well as specific requirements that impact site utilization are indicated on the Drawings and by other Contract Documents. Portions of the site beyond areas on which work is indicated are not

to be disturbed. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.

- a. **Unless designated** for sole Contractor use, keep existing driveways and entrances serving the premises clear and available to the Government and its employees at all times. Do not permit trucks of any kind to use existing sidewalks without prior authorization of the Architect.
  - b. **Do not unreasonably** encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary, obtain and pay for such storage off-site.
  - c. **Provide 24hr/7day** access to the building by emergency vehicles and firefighting equipment.
4. **Construction Parking Control:** Parking space for personal vehicles is not available on the site. Obtain approval of Architect for parking of construction motor vehicles or other equipment on the site.
- C. **Protection of Government Property:** The Contractor is expected to take all reasonable precautions to protect U.S. Government Property. In the event of damage to or theft of Government Property, the Contractor will be held fully responsible for his own personnel, his subcontractor's personnel and their actions.
- D. **Blasting:** The use of any kind or type of explosive in the performance of the work is prohibited, except the use of construction tools actuated by or employing powder-actuated charges which shall be permitted, provided that the tool is of the kind and design ordinarily used for such construction and that the Architect has authorized its use after determining that its use will not endanger human life or safety.

### 1.3 PROJECT COORDINATION:

- A. **Coordination and Meetings:** Prepare a written memorandum on required coordination activities. Include such items as required notices, reports and attendance at meetings. Distribute this memorandum to each entity performing work at the project site. Prepare similar memorandum for separate contractors where interfacing of their work is required.
- B. **General Installation Provisions:**
1. **Pre-Installation Meetings:** Hold a pre-installation meeting at the project site well before installation of each unit of work which requires coordination with other work. Installer and representatives of the manufacturers and fabricators who are involved in or affected by that unit of work, and with its coordination or integration with other work that has preceded or will follow, shall attend this meeting. Advise Architect of scheduled meeting dates.
  2. **Manufacturer's Instructions:** Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for



installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.

- C. **Cleaning and Protection:** During handling and installation of work at the project site, clean and protect work in progress and adjoining work on the basis of continuous maintenance. Apply protective covering on installed work where it is required to ensure freedom from damage or deterioration at time of completion.
  - 1. **Clean and perform maintenance** on installed work as frequently as necessary through remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
  - 2. **Limiting Exposures of Work:** To the extent possible through reasonable control and protection methods, supervise performance of the work in such a manner and by such means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period.
    - a. **Protect against possible damage** all sills, jambs and soffits of permanent openings used as passageways or through which materials are handled. Protect exposed corners, spandrels, projecting features and similar permanent work subject to damage. Cover and protect all prefinished work from damage by paint, and other construction materials and operations.
- E. **Cutting and Patching:** Where the Contractor must cut, patch, alter, add to, repair or refinish existing construction and finishes which are not to be removed, he shall leave such construction and finishes complete and in satisfactory condition. Cutting, patching, and the like shall be neatly and carefully performed, and new materials and methods shall match existing corresponding work unless otherwise indicated. Exposed patches and repairs shall be as inconspicuous as possible.
  - 1. **Construction, finishes,** equipment and other items which are damaged or defaced by reason of work performed under this contract shall be restored to the satisfaction of the Architect.

#### 1.4 DEFINITIONS AND STANDARDS:

- A. **General:** Comply with governing regulations and the codes and standards imposed upon the work. These requirements include the obtaining of permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with regulations, codes and standards.
- B. **Definitions:** A substantial amount of specification language consists of definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon). Certain terms used in contract documents are defined in this article. Definitions and explanations contained in this section are not necessarily either complete or exclusive, but are

general for the work to the extent that they are not stated more explicitly in another element of the contract documents.

1. **Installer:** The term "installer" is defined as the entity (person or firm) engaged by the Contractor, its subcontractor or sub-subcontractor for performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in the operations they are engaged to perform.
2. **Testing Laboratory:** The term "testing laboratory" is defined as an independent entity engaged to perform specific inspections or tests of the work, either at the project site or elsewhere, and to report, and (if required) interpret results of those inspections or tests.
3. **Indicated:** The term "indicated" is a cross-reference to graphic representations, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated," it is for the purpose of helping the reader locate cross-reference, and no limitation is intended except as specifically noted.
4. **Provide:** Except as otherwise defined in greater detail, the term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
5. **Exposed:** The term "exposed" is defined as an item or surface, exterior or interior, which can be seen by a person outside the building or a person inside a usable space within the building during normal activity.
  - a. Mechanical and electrical rooms, air handling rooms, storage rooms and penthouses shall be considered to have exposed surfaces, as shall the mechanical and electrical construction within them.
  - b. The interiors of closets and alcoves shall be considered exposed surfaces, and shall be finished to match the finish of the adjoining room or space, unless another finish is otherwise indicated.
  - c. The interiors of cabinets shall be considered exposed, but a finish different from that of the exterior may be permitted or required by other sections.
6. **Concealed:** The term "concealed" is defined as an item or space not normally seen, occupied or used by building occupants or staff, such as shafts, hoistways, tunnels, ceiling plenums, attics, and crawls spaces.
7. **Finished Space:** The term "finished space" is defined as space normally used by the public, building occupants or staff for primary functions of the building, but does not include mechanical, electrical and elevator equipment rooms, hoistways, tunnels or mechanical penthouses, unless otherwise indicated.
8. **Specialist:** The term "specialist" is defined as an individual or firm of established reputation (or, if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workers skilled in either (as applicable) manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the contract specification requires installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item,



an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision.

- C. **Format and Specification Content Explanations:** Bolding and underscoring: Are used strictly to assist reader of specification text in scanning text for key words (for quick recall). No emphasis on or relative importance is intended where bolding and underscoring are used. Imperative language is used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by the Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by Contractor, or when so noted, by others.
1. **Abbreviations:** The language of specifications and other contract documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with titles of general standards which are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the contract documents so indicates.
  2. **Minimum Quality/Quantity:** In every instance, the quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances), or may surpass the quality of that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimum or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to the Architect for decision before proceeding.
- D. **Overlapping and Conflicting Requirements:** Where there appears to be overlapping or conflicting requirements in the drawings and specifications, refer all such questions in writing to the Architect for interpretation. Do not proceed with that portion of the work that is under question until the Architect has replied in writing. Delays necessitated by requests for interpretation shall not form the basis for a Change to the contract. The Architect's interpretation and decision shall be final. Procedures for resolving disagreements with the decision of the Architect are outlined in the General Conditions of the Contract. The order of precedence is established as follows:
1. **Order of Precedence:** Any inconsistency in this solicitation or Contract shall be resolved by giving precedence in the following order:
    - a. The Schedule (excluding the specifications).
    - b. Representations and other instructions.
    - c. Contract clauses.
    - d. The Specifications.
    - e. The Drawings. Large scale drawings take precedence over small scale drawings. Do not scale drawings.

2. **Industry Standards:** Where compliance with two (2) or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement is intended and will be enforced, unless specifically detailed language written into contract documents clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to the Architect for a decision before proceeding.
  3. **Contractor's Options:** Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, Options are intended to be the Contractor's regardless of whether or not it is specifically indicated as such.
- E. **Drawing Symbols:** Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., Ninth edition.
1. **Mechanical/Electrical Drawings:** Graphic symbols used on mechanical and electrical drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, these symbols are supplemented by more specific symbols as recommended by other recognized technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Architect for clarification before proceeding.
- F. **Industry Standards:** Except to the extent that more explicit or more stringent requirements are written directly into contract documents, applicable standards of the construction industry have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies were bound herein, subject to the order of precedence previously stated.
1. **Publication Dates:** Except as otherwise indicated, where compliance with an industry standard is required, conform to the standard in effect on the date of the Invitation for Bids, or, if referred to in any Amendments, at the date of such Amendments.
  2. **Abbreviations and Names:** The following acronyms or abbreviations as referenced in contract documents are defined to mean the associated names. Both names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of the date of contract documents:

ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585



NAAMM	National Association of Architectural Metal Mfrs www.naamm.org	(312) 332-0405
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NFPA	National Fire Protection Association www.nfpa.org	(800) 344-3555 (617) 770-3000
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
UL	Underwriters Laboratories Inc. www.ul.com	(800) 704-4050 (847) 272-8800

- G. **Federal Government Agencies:** Names and titles of federal government Standard- or Specification-producing agencies are often abbreviated. The following acronyms or abbreviations referenced in the Contract Documents indicate names of Standard- or Specification-producing agencies of the federal government. Names and addresses are subject to change but are believed to be, but are not assured to be, accurate and up to date as of the date of the Contract Documents.

CFR	Code of Federal Regulations Available from Government Printing Office www.access.gpo.gov/nara/cfr	(888) 293-6498 (202) 512-1530
EPA	Environmental Protection Agency www.epa.gov	(800) 438-2474
FS	Federal Specification Available from Defense Automated Printing Service www.astimage.daps.dla.mil/online	(215) 697-6257
	Available from General Services Administration www.fss.gsa.gov/pub/fed-specs.cfm	(202) 619-8925
	Available from National Institute of Building Sciences www.nibs.org	(202) 289-7800
OSHA	Occupational Safety and Health Administration www.osha.gov	(800) 321-OSHA (6742)

- H. **District of Columbia Government Agencies:** Names and titles of local government Standard- or Specification-producing agencies are often abbreviated. The following acronyms or abbreviations referenced in the Contract Documents indicate names of Standard- or Specification-producing agencies of the DC government. Names and addresses are subject to change but are believed to be, but are not assured to be, accurate and up to date as of the date of the Contract Documents.

DC-EHA	Environmental Health Administration Department of Health Government of the District of Columbia 51 N Street, N.E, Room 5030-B Washington, DC 20002 dchealth.dc.gov	(202) 535-2500
DDOT	District Department of Transportation 2000 14th Street, NW, 6th Floor Washington, DC 20009 ddot.dc.gov	(202) 673-6813
WASA	District of Columbia Water and Sewer Authority 5000 Overlook Avenue, S. W. Washington, DC 20032 www.dcwasa.com	(202) 787-2427

#### 1.5 SCHEDULES & REPORTS:

- A. **Coordination:** Coordinate both the listing and timing of reports and other activities required by provisions of this and other sections, so as to provide consistency and logical coordination between the reports. Maintain coordination and correlation between separate reports by updating at monthly or shorter time intervals. Make appropriate distribution of each report and updated report to all parties involved in the work including the Architect.
- B. **Material Schedule:** Prior to commencing work, submit for approval the names of manufacturers and the trade names or numbers of all materials proposed for use on the project. Do not use any material until approved by the Architect. Upon request, furnish samples of materials, without cost to the Government, for examination and testing.
1. **Submit 3 copies** of the product-listing schedule prior to commencement of the Work. Provide a written explanation for omissions of data, and for known variations from contract requirements.
- C. **Schedule of Values:** Within thirty (30) calendar days of the date of contract award, a Schedule of Values shall be submitted. This schedule is defined as a work item by work item breakdown of cost of each definitive work activity including Contractor's markup. The Schedule of Values



shall directly correlate with the Phases of Work indicated on the approved Progress Schedule specified below.

1. The Grand Total of all of the Schedules shall equal Contractor's original bid.
  2. The proper updating of both the Schedule of Values and the Record Drawings shall be considered precedent to approval of Partial Payments.
- D. **Progress Schedule:** Within fourteen (14) calendar days of the date of contract award, the Contractor shall prepare and submit for approval a schedule showing the order in which he proposes to perform the Work, the dates on which he will start each phase of work and the contemplated dates of completion for each phase of site. Not less than six (6) copies of this schedule shall be submitted to the Architect.
- E. **Progress Meetings and Documentation:** In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, hold a general progress meeting each month with time coordinated with preparation of the partial payment request. Require each entity then involved in planning, coordination or performance of work to be properly represented at each meeting. Discuss status of each element of current work in relation to Progress Schedule. Determine how behind-schedule work will be expedited, and secure commitments from entities involved in doing so to ensure that work will be completed within Contract Time.
- F. **Permits, Licenses, and Certificates:** For the Government's records, submit copies of utility permits, licenses, certifications, utility inspection reports, releases, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

#### 1.6 SUBMITTALS:

- A. **General:** Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents. The Contractor is responsible for all dimensions, for the design of adequate or proper components, connections and other items, for the inclusion in the work of all elements and incidental details, and for the satisfactory fabrication, construction, operation and coordination of the work.
1. **Approval** of any submission shall not be construed as a complete or precise check of the item submitted but will only indicate that the general methods of design, detailing, construction or other elements under consideration appear to be satisfactory, without specific determinations or particulars.
  2. **Changes to the Contract** will not be made by notations on submittals. In the event submittals returned by the Architect with notations, which in the opinion of the Contractor, constitute additional work for which he is entitled to an adjustment in the contract sum or the contract time, the Contractor shall comply with the procedure set forth in Article, "Changes," of the GENERAL CONDITIONS.

3. **Do not permit** submittal copies without an appropriate final "Action" marking by the Architect to be used in connection with the work.
  4. **Submissions of "Approved Equals:"** In addition to standard submittal requirements, for each item submitted as an "approved equal" submit the following:
    - a. **Comparison of** proposed approved equal's characteristics with the salient characteristics of the specified product demonstrating that the proposed approved equal fully meets or exceeds the specifications,
    - b. **Drawings and** samples as required for specified products,
    - c. **Any changes** required in other elements (if any) because of the submission of the proposed approved equal, and
    - d. **A listing of** sources of supply, maintenance service (if applicable), and replacement parts.
- B. **Submittal Procedures:** Make all submittals to the Architect or to an individual designated by the Architect.
1. **Only the Architect** or an individual designated by the Architect can approve or disapprove submittals. Deviations and variations from the contract requirements contained in the submittal can be approved only by the Architect or by an individual delegated such authority by the Architect.
  2. **Costs** associated with transmittal of submittals shall be borne by the Contractor.
  3. **Review Time:** Except as specified elsewhere, allow for a review period of thirty (30) calendar days after receipt of the submittals by the Architect. Advise the Architect on each submittal, as to whether processing time is critical to the progress of the work, and if work would be expedited if processing time could be shortened. No extension of time will be authorized because of the Contractor's failure to transmit submittals or re-submittals to the Architect sufficiently in advance of the work. For submittals of items requiring coordination between different trades or subcontractors, review time period starts from the time that all required submittals have been received by the Architect and ends when submittal leaves the Architect. The Contractor is required to coordinate all work involving associated sub-trades and produce coordinated drawings for submittal where required by individual specification sections or as required below.
  4. **Preparation of Submittals:** Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, supplier, manufacturer, submittal name and similar information to distinguish it from other submittals. Label as to number and title of specification section, drawing number and detail references, as appropriate. Show Contractor's executed review and approval marking and provide space of not less than 20 sq. in. for the Architect's "Action" marking. Package each submittal appropriately for transmittal and handling. Submittals which are received from sources other than through the Contractor's office will be returned without action.
  5. **Number of Copies:** Submit a minimum of four (4) copies of each submittal requested.
- C. **Specific Submittal Requirements:** Specific submittal requirements for individual units of work are specified in the applicable specification section. Except as otherwise indicated in the



individual specification sections, comply with the requirements specified herein for each type of transmittal.

1. **Product Data:** Collect required product data into a single submittal for each unit of work or system. Mark each copy to show which choices and options are applicable to the project. Where product data has been printed to include information on several similar products, some of which are not required for use on the project, or are not included in this submittal, mark the copies to show clearly that such information is not applicable.
2. **Samples:** Documentation required specifically for sample submittals includes a generic description of the sample, the sample source or the product name or manufacturer, compliance with governing regulations and recognized standards. In addition, indicate limitations in availability, sizes, delivery time, and similar limiting characteristics.
  - a. **Preparation:** Where possible provide samples that are physically identical with the proposed material or product to be incorporated in the work; provide full scale, fully fabricated samples cured and finished in the manner specified. Where variations in color, pattern, or texture are inherent in the material or product represented by the sample, submit not less than 3 units of the sample, which show the full range of variations. Where samples are specified for the Architect's selection of color, texture or pattern, submit a full set of available choices for the material or product. Mount, display, or package samples in the manner specified to facilitate the review of indicated qualities. Prepare samples to match the Architect's sample where so indicated.
  - b. **Submittal:** Submit 3 sets of samples in the final submittal, one set will be returned. If the submittal is for the Architect's selection of color, pattern, texture or similar characteristics from a manufacturer's standard range of choices, only a single set of samples is required for a preliminary submittal. The final submittal may then be limited only to those choices selected by the Architect for final incorporation into the Work.
  - c. **Mock-Ups** and similar samples specified in individual work sections are special types of samples. Comply with sample submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.
3. **Miscellaneous Submittals:**
  - a. **Inspection and Test Reports:** Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production. Process inspection and test reports accordingly.
  - b. **Warranties:** Refer to Article "Products" for specific general requirements on warranties, product bonds, workmanship bonds and maintenance agreements. In addition to copies desired for the Contractor's use, furnish 2 executed copies of such warranties, bonds or agreements. Provide 2 additional copies where required for maintenance manuals.
  - c. **Staging Plan:** The Architect has indicated in plan where the Contractor can stage the construction. Submit a Staging Plan indicating specific locations of the

superintendent's trailer, storage and loading of materials, traffic direction and control concept and signage, security perimeter for staging area, locations of informational construction signage, locations of temporary toilets and other temporary construction, emergency facilities and resources and any other construction facilities required.

4. **Closeout Submittals:** Refer to Article "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information, materials, tools, and similar items.
- D. **Architect's Action:** Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Architect will review each submittal and mark with appropriate "Action." Where the submittal must be held for coordination, the Architect will so advise the Contractor without delay.
1. **If no changes** to the drawing are required, three (3) prints and the reproducible drawing will be returned to the Contractor, bearing the stamp of the Architect, stating - "APPROVED."
  2. **If changes** to the drawing are required, but are of such minor nature that fabrication and/or construction can proceed in accordance with the correction noted by the Architect without resubmission of the drawing three (3) prints and the reproducible drawing will be returned to the Contractor bearing the Stamp of the Architect stating "Approved as Noted." The Contractor shall proceed with fabrication and/or construction in accordance with the Architect's corrections, and resubmit corrected copy for the Architect's records.
  3. **If changes** to the drawing are required, but are of such nature that fabrication or construction cannot proceed, three (3) prints and the reproducible drawing will be returned to the Contractor, bearing the stamp of the Architect stating - "Revise and Resubmit." In such a case, the Contractor shall resubmit the drawings, properly corrected. Upon resubmission of shop drawings, if any corrections or changes are made other than those marked by the Architect, the Contractor shall clearly indicate any such corrections or changes made on his own initiative.
  4. **If the product does not meet** the specification requirements, the number of copies outlined above will be returned to the Contractor, bearing the stamp of the Architect stating - "REJECTED." In such a case, the Contractor shall submit a new product which complies with the technical specifications.
  5. **Other Action:** Where the submittal is returned, marked with the Architect's explanation, for special processing or other Contractor activity, or is primarily for information or record purposes, the submittal will be marked as follows:
    - a. **Not Subject to Review:** This review category will apply to submittals which are not required by the Contract Documents and are inadvertently submitted and stamped; or
    - b. **Received/No Action Required:** This category will be used when returning "Informational Submittals" for which the Architect is not required to take action.



**1.7 TEMPORARY FACILITIES AND CONTROLS:**

- A. **Description of Requirements:** This article specifies administrative and procedural requirements for temporary services and facilities, including such items as temporary utility services, temporary construction and support facilities, and project security and protection.
1. **Use Charges:** No cost or usage charges for temporary services or facilities are chargeable to the Government. Cost or use charges for temporary services or facilities will not be accepted as a basis of claims for a change-order extra. All materials and equipment provided by the Contractor for temporary facilities shall remain the property of the Contractor.
  2. **Materials and Execution:** Provide new materials and equipment for temporary services and facilities; used materials and equipment that are undamaged and in serviceable condition may be used, if acceptable to the Architect. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards. Do not use materials of temporary service in permanent installation.
- B. **Quality Assurance:** Comply with the requirements of the District of Columbia Building Code and regulations governing construction and local industry standards, in the installation and maintenance of temporary services and facilities.
1. **Standards:** Comply with the requirements of NFPA Code 241, "Building Construction and Demolition Operations", the ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and the NECA National Joint Guideline NJC-6 "Temporary Job Utilities and Services".
    - a. **Refer** to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", as prepared jointly by Associated General Contractors of America (AGC) and American Specialty Contractors, Inc. (ASC) for industry recommendations.
    - b. **Trade Jurisdictions:** The assigned responsibilities for the installation and operation of temporary utilities are not intended to interfere with the normal application of trade regulations and union jurisdictions applicable to the work.
  2. **Inspections:** Inspect and test each service before placing temporary utilities in use. Arrange for required inspections and tests by governing authorities, and obtain required certifications and permits for use.
- C. **Job Conditions:** Provide each temporary service and facility ready for use at each location when the service or facility is first needed to avoid delay in performance of the Work. Maintain, expand as required and modify temporary services and facilities as needed throughout the progress of the Work. Do not remove until services or facilities are no longer needed, or are replaced by the authorized use of completed permanent facilities.
- D. **Temporary Utilities:** The Architect will designate a connection point for installation of temporary service to the project to existing service. Arrange with the Architect for an acceptable

time when service can be interrupted, where necessary to make connections for temporary services.

1. **Temporary Electric Power Service:** Electrical energy will be supplied by the Government, but the Contractor shall install and maintain all necessary conduit, wiring, and devices needed to execute the work. Install all wiring in flexible conduit or armored cable with minimum No. 12 gage wire. Portable cords for small power tools shall be properly grounded and installed as approved by the Architect. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for plug-in connection of power tools and equipment. The Government will not be held responsible for power outages beyond its control.
  - a. **Comply with applicable NEMA, NECA and UL standards** and governing regulations for materials and layout of temporary electric service, including those requirements included in Division-16 sections.
  - b. **Install service and grounding** in compliance with the National Electric Code (NFPA 70), District of Columbia Building Code, and Power Company requirements. Include necessary service connection, service switch, meters, transformers, overload protected disconnect, main distribution switch gear, panelboards, wiring, cables, devices, and accessories.
2. **Temporary Telephones:** Arrange for the local telephone company to install temporary service to the project or provide cellular service to the contractor's site superintendent.. Location of telephones and telephone wires is subject to Architect's approval.
3. **Water Service:** Water will be provided for project use by the Government at existing sources. Provide temporary piping, connections, maintenance and other work required to deliver water required for the project.
4. **Temporary Sanitary Facilities:** Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Use of the designated existing Government toilet facilities, will be permitted, provided these facilities are properly cleaned and maintained in a condition acceptable to the Government. Immediately prior to Final Acceptance, restore these facilities to the condition prevalent at the time of initial use. Do not clean tools or equipment in building toilet rooms.
5. **Temporary Fire Protection:** Install and maintain temporary fire protection facilities of the types needed to adequately protect against reasonably predictable and controllable fire losses. Comply with applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers". Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher on each floor at or near each usable stairwell. Store combustible materials in clearly-labeled containers in recognized fire-safe locations.

E. **Temporary Construction and Support Facilities:**

1. **Field Offices and Sheds:** Provide a reasonably neat and uniform appearance in temporary construction and support facilities acceptable to the Architect. For temporary



- storage sheds and similar construction, provide mobile units. Provide support facilities that can be maintained properly throughout their use at the project site.
2. **Field Offices:** Temporary office space may be located within the existing building. Coordinate location and access with the Architect to avoid interference with work to be performed by others. Temporary office space for the Architect's personnel is not required for this project.
  3. **Storage and Fabrication Sheds:** Install storage trailers, properly sized, furnished and equipped, as required to accommodate the Work. Comply with applicable provisions specified elsewhere for distribution and use of temporary utilities.
  4. **Construction Aids:** Design, construct, and maintain construction aids and miscellaneous general services and facilities as needed to accommodate performance of the work. Construction aids and miscellaneous general services and facilities include, but are not limited to the following:
    - a. **Provide scaffolds** as required for proper execution of the Work. Remove or relocate scaffolds promptly to avoid interference with other trades. Provide stairs for vertical circulation.
    - b. **Provide adequate guardrails and barriers** below scaffolded work areas as work progresses in accordance with District of Columbia requirements and in conformance with requirements of the Special Conditions.
    - c. **Provide adequate facilities** for hoisting materials and employees. Do not permit employees to ride hoists which comply only with requirements for hoisting materials. The Contractor is responsible for selection of type, size and number of facilities.
    - d. **Chutes:** Do not permit free dropping of materials, rubbish or debris, but remove by use of material hoist and/or rubbish chute. Locations of all hoists and chutes are subject to approval by the Architect.
      1. Protect building from use of hoists and chutes to prevent damage, marring or staining of permanent work. Brace and guy securely and provide safety devices as required by code.
  5. **Project Signage:** No signs, other than safety signs, may be erected on the site unless specifically indicated otherwise.
- F. **Security and Protection Facilities:** Provide and maintain all necessary barricades, lights, and other safeguards for the protection of Members of Congress, Government employees, Contractor's employees and the general public from injury. Protect materials and work on the site, whether incorporated in the work or not, against damage or loss from any cause.
- G. **Temporary Controls:**
1. **Collection and Disposal of Wastes:** Establish a system for daily collection and disposal of waste materials from construction areas and elsewhere on the site. Enforce requirements strictly. Do not hold collected materials at the site longer than 7 days during normal weather or 3 days when the daily temperature is expected to rise above 80 deg. F

(27 deg. C). Handle waste materials that are hazardous, dangerous, or unsanitary separately from other inert waste by containerizing appropriately. Dispose of waste material in a lawful manner.

- a. Burying or burning of waste materials on the site will not be permitted.
- b. Washing waste materials down sewers or into waterways will not be permitted.
- c. Provide rodent proof containers located on each floor level of construction work, to encourage depositing of garbage and similar wastes by construction personnel.

2. **Noise Control:** Avoid the use of tools and equipment that produce harmful noise. Restrict the use of noise making tools and equipment to hours of use that will minimize noise complaints from persons or firms near the project site.
3. **Environmental Protection:** Provide general protection facilities, operate temporary facilities, conduct construction activities, and enforce strict discipline for personnel on the site in ways and methods that comply with environmental regulations, and that minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result from the performance of work at the site.
4. **Sewers and Drainage:** If existing sewers are available for temporary drainage near the site prior to completion of permanent sewers, provide temporary connections to remove effluent that can be lawfully discharged into the sewers. If existing sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off the site in a lawful manner.

- H. **Installation, Operation, Termination and Removal:** Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.

## 1.8 PRODUCTS:

- A. **General:** Refer to clause, "Materials and Workmanship," of the GENERAL CONDITIONS. After execution of the Contract, the Contractor's requests for changes in the products, materials, equipment and methods of construction required by the Contract Documents are considered requests for "contract modifications," and are subject to the requirements specified in Architect of the Capitol, "Official Procedure for Making Changes in Contracts." Revisions to the contract documents, where requested by the Architect are considered as "changes" not substitutions.
- B. **Quality Assurance:** Compatibility of products is a basic requirement of product selection. When the Contractor is given the option of selecting between two or more products for use on the project, the product selected must be compatible with other products previously selected, even if the products previously selected were also Contractor options. The complete compatibility between various choices available to the Contractor is not assured by the various requirements of the Contract Documents, but must be provided by the Contractor. Provide a single product for each required product selection, regardless of whether that product selection is provided by more than one sub-contractor. Do not alter product brands or series for a given product selection during the life of the contract without written approval of the Architect.



1. **Source Limitations:** To the fullest extent possible and subject to the restrictions of the "Buy American Act," provide products of the same generic kind, from a single source, for each unit of work.
- C. **Product Delivery, Storage, and Handling:** Deliver, store, and handle products in accordance with manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft. Control delivery schedules to minimize long-term storage at the site and to prevent overcrowding of construction spaces, and to ensure minimum holding or storage times for items known or recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration or loss.
1. **Deliver products** to the site in the manufacturer's sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, ventilating, and installing.
  2. **Store products** at the site in a manner that will facilitate inspection and measurement of quantity or counting of units, and in conformance with manufacturer's instructions.
  3. **Store heavy materials** away from the project structure in a manner that will not endanger the supporting construction.
- D. **General Product Compliance:** Requirements for individual products are indicated in the Contract Documents; compliance with these requirements is in itself a contract requirement. These requirements may be specified in any one of several different specifying methods, or in any combination of these methods.
1. **Procedures for Selecting Products:** The Contractor's options in selecting products are limited by requirements of the Contract Documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects.
    - a. **Performance Specification Requirements:** Where the specifications require compliance with indicated performance requirements, provide products that comply with the specific performance requirements indicated, and that are recommended by the manufacturer for the application indicated. The manufacturer's recommendations may be contained in published product literature, or by the manufacturer's individual certification of performance. General overall performance of a product is implied where the product is specified for specific performances.
    - b. **Compliance with Standards, Codes and Regulations:** Where the specifications require only compliance with an imposed standard, code or regulation, the Contractor has the option of selecting a product that complies with specification requirements, including the standards, codes and regulations.
    - c. **Visual Matching:** Where matching an established sample is required, the final judgement of whether a product proposed by the Contractor matches the sample satisfactorily will be determined by the Architect. Where there is no product that matches the sample satisfactorily and also complies with other specified requirements, comply with the provisions of the contract documents concerning

"contract modifications" for the selection of a matching product in another product category, or for non-compliance with specified requirements.

- E. **General Product Requirements:** Provide products that comply with the requirements of the contract documents and that are undamaged and, unless otherwise indicated, unused at the time of installation. Provide products that are complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
1. **Provide products** that are essentially the standard catalogued products of manufacturers regularly engaged in production of such products and that are the manufacturer's latest standard design that complies with the specification requirements. Equipment shall essentially duplicate items that have been in satisfactory commercial and industrial use at least two years, or more if otherwise specified, prior to bid opening; or in lieu thereof shall have been used and operated in a test installation which, in the opinion of the Architect, duplicate its field performance for the same period of time. The Architect reserves the right to require the Contractor to submit evidence to this effect for his approval. When two units of the same class of equipment are required, these units shall be the product of a single manufacturer; however, the component parts of the system need not be the products of the same manufacturer.
  2. **Provide standard**, domestically produced products for which the manufacturer has published assurances that the products and its parts are likely to be available to the Government at a later date.
  3. **Nameplates:** Except as otherwise indicated for required labels and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on the exterior of the completed project.
- F. **Installation of Products:** Except as otherwise indicated in individual sections of these specifications, comply with the manufacturer's instructions and recommendations for installation of the products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work. Clean exposed surfaces and protect surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance.

#### 1.9 PROJECT CLOSEOUT:

- A. **Definitions:** "Project Closeout" is the term used to describe certain collective project requirements, indicating completion of the work that are to be fulfilled near the end of the Contract Time in preparation for final acceptance and occupancy of the Work by the Government, as well as final payment to the Contractor and the normal termination of the Contract.
- B. **Final Cleaning:** Special cleaning requirements for specific units of Work are included in the appropriate sections of Division 2 through 16. General Cleaning during the regular progress of the Work is required by the GENERAL CONDITIONS and is included under Article "Temporary Facilities and Controls".



1. **Cleaning:** Provide final cleaning of the Work at the time indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of work to the condition expected from a normal, commercial building cleaning and maintenance program. Comply with the manufacturer's instructions for operations.
  2. **Complete the following** cleaning operations before requesting the Architect's inspection for Final Acceptance.
  3. **Clean transparent materials**, including glass in doors and windows, to a polished condition. Remove putty and other substances which are noticeable as vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
- C. **Warranties and Bonds:** At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- D. **Closeout Submittals:** Prior to requesting Final Inspection, submit the following:
1. Copies of Warranties and Bonds.
- E. **Prerequisites to Final Acceptance:** Complete the following before requesting the Architect's final inspection for certification of final acceptance, and final payment as required by the GENERAL CONDITIONS. List known exceptions, if any, in the request.
1. **Submit the final payment** request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  2. **Submit an updated final statement**, accounting for final additional changes to the Contract Sum.
  3. **Submit a certified copy** of the Architect's final punch-list of itemized work identified to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by the Architect.
  4. **Submit** consent of surety.
- F. **Reinspection Procedures:** The Architect will reinspect the Work upon receipt of the Contractor's notice that the work, including punchlist items resulting from earlier inspections, has been completed, except for these items whose completion has been delayed because of circumstances that are acceptable to the Architect.
- G. **Removal of Protection:** Except as otherwise indicated or requested by the Architect, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction period.

END OF DIVISION 1

**SECTION 02 8301 - EXTERIOR LEAD ABATEMENT****PART 1 - GENERAL****1.1 DESCRIPTION**

- A. **This section** specifies abatement and disposal of exterior lead containing products and controls needed to limit occupational and environmental exposure to lead hazards.

**1.2 SCOPE OF WORK**

- A. **Contractor Abatement Program:** Submit for approval, a lead Compliance Program, in accordance with OSHA's, 29 CFR 1926.62, paragraph (e)(2)(i) & (ii)(A thru I). OSHA requires all employers, who's employees will be working with lead containing materials, establish and implement a compliance program prior to the commencement of the job. This written compliance program shall address all provisions listed in 29 CFR 1926.62, Lead, paragraph (e)(2)(ii), subparagraphs (A thru I). The Contractor's program shall include specific details regarding the following subjects:
1. Details that shows, how the work will be performed.
  2. Details that shows, how the work platforms, the surrounding grounds and building is to be protected while the lead-based paint is being scraped.
  3. Details of how protection for the building occupants and interior areas while lead based paint is being scraped.
  4. Details showing how the lead paint debris is collected and stored for disposal.
  5. Details showing who will perform the EPA test for waste classification on the lead-based paint chips collected as a result of the window frames being scraped. This test classifies the lead paint chips for disposal and determines what type of disposal procedures to use.
  6. Details that outline required worker PPE.
  7. Details that outline OSHA required personal air sampling for workers.
  8. Details that shows periodic sampling of the building interior while lead based paint is being scraped.

**1.3 REGULATORY REQUIREMENTS**

- A. **Safety and Health Compliance:** In addition to the detailed requirements herein, comply with laws, ordinances, rules, and regulations of federal, state, and local authorities regarding removing, handling, storing, transporting, licensing and disposing of lead paint and lead waste materials. Comply with the applicable requirements of the current issue of 29 CFR 1926.62 and these requirements. Submit matters regarding interpretation of standards to the Architect for resolution before starting work.
1. Where any requirements and referenced documents vary, the most stringent requirements shall apply.



- B. **Licenses and Permits:** Contractors disturbing Lead paint for the Architect of the Capitol in the District of Columbia are required to be licensed and obtain a permit, to do Lead work in the District of Columbia. The Contractor shall comply with the District of Columbia's lead law 11-221 "Lead-Based Paint Abatement and Control Act of 1996".

Department of Health  
Environmental Health Administration  
Lead poisoning Prevention Division  
51 N Street NE, 3<sup>rd</sup> Floor  
Washington, DC 20002  
Phone 202-535-1934

#### 1.4 SUBMITTALS:

- A. **Testing Laboratory:** Submit to the Architect for approval, the name, address, and telephone number of the testing laboratory selected to performing the analysis and reporting Toxicity Characteristic Leachate Procedure (TCLP) sampling results. Provide proper documentation that persons collecting the TCLP samples and persons performing the analysis have been judged proficient by successful participation within the last year in the American Industrial Hygiene Association (AIHA). Environmental Lead Proficiency Analytical Testing Program (ELPAT). The laboratory shall be accredited by the American Industrial Hygiene Association (AIHA). Provide AIHA and ELPAT documentation along with date of accreditation / re-accreditation.
- B. **Competent Person:** Submit to the Architect for approval the name, address, and telephone number of the Competent Person assigned to supervise this operation. Provide all previous experience of the Competent Person related to Lead Abatement operations.
- C. **Paint Removal Products:** Submit for approval, applicable Material Safety Data Sheets for any paint removal products. Use the least toxic product, suitable for the job and acceptable to the AOC.
- D. **Training:** Show proof that each employee performing lead paint removal, lead containing material removal, disposal, and air sampling operations prior to the time of initial job assignment, have been trained in accordance with 29 CFR 1926.62. Submit copies of all contractor employee Lead Training Certificates.

### PART 2 - PRODUCTS

#### 2.1 EQUIPMENT

- A. **Respiratory Protection Program:** Furnish each employee required to wear a negative pressure respirator or other appropriate type with a respirator fit test at the time of initial fitting and at intervals that are required by 29 CFR 1910.134. The contractor shall establish and implement a respiratory protection program as required by 29 CFR 1910.134, 29 CFR 1910.1025, and 29 CFR 1926.62 and provide the Architect with a copy for review.

**PART 3 - EXECUTION****3.1 PREPARATION**

- A. **Notification:** Notify the Architect's Safety and Occupational Health Branch representative, and the affected Building Superintendent, 10 weekdays days prior to the start of any lead paint scraping operations.
- B. **Pre-Construction Conference:** Ten (10) days before beginning any lead containing material removal, the CIH and removal contractor shall meet with the Architect's Occupational Health, Environmental, and Safety Office representative to discuss in detail the lead-containing paint and or material removal work plan. The topic of the Pre-Construction Conference shall include work procedures and precautions for the work plan.
- C. **Protection of Existing Work to Remain:** Perform scraping of Lead-Containing Paint work without damage or contamination of adjacent areas. Where existing work is damaged or contaminated, the contractor will restore it to its original condition.
- D. **Hazard Communication Program:** The contractor shall establish and implement a Hazard Communication program that has been approved by the Architect as required by 29 CFR 1910.1200. Once approved by the Architect and before any work starts, the contractor shall implement this plan.

**3.2 EXECUTION**

- A. **Supervision:** The competent person assigned to this operation by the contractor, shall be required to be onsite and supervising any and all work being performed inside the Lead Control area.
- B. **Abatement:** After beginning the Lead-Containing Paint scraping operation, or at the direction of the Architect, the following procedures shall be followed concerning all reports of possible lead contamination in occupied spaces:
  - 1. **A Certified Industrial Hygienist (CIH),** shall immediately (within 2 hours of notification) investigate, perform necessary air and/or wipe sampling and render a decision as whether these areas are contaminated and develop a corrective plan of action. The findings of the investigation and the results of any samples taken, shall be reported to the Architect immediately (within 12 hours).
  - 2. **If the area** investigated by the CIH is found to be contaminated with lead, the following procedures will be initiated:
    - a. All work and all paint scraping operations shall be halted.
    - b. The contractor shall initiate the corrective plan of action developed by the CIH in order to decontaminate the area.
    - c. The CIH shall determine the source and cause of the contamination, along with the necessary corrective measures to be taken to prevent a reoccurrence.



- d. Before any lead paint scraping work is restarted, the CIH must certify to the Architect, that the source and cause of the contamination has been corrected. Work may restart once approval from the Architect is received.
  - e. The CIH shall visually inspect the "contractor cleaned" contaminated area and render a decision as to what type of clearance sampling is required and what clearance level would be achievable for that particular area. The CIH shall submit to the Architect this decision, along with copies of the sampling data for area and a certification that the area is no longer contaminated with lead.
- B. **Disposal:** Collect all potential lead-contaminated waste, including but not limited to, removed paint chips, abrasive blast medium, architectural components, scrap, debris, bags, containers, equipment, and lead-contaminated clothing.
- 1. **For drummed waste,** store in U.S. Department of Transportation (49 CFR 178) approved 55-gallon drums to identify the type of waste (49 CFR 172) and the date lead contaminated wastes were first put into the drum.
  - 2. **For architectural components,** e.g., doors, windows, and molding, store so as to prevent environmental contamination. Six - mil plastic sheeting should be placed underneath and on top of the material; plywood or other durable material should be placed on top of the plastic to prevent it from being punctured. Transport waste in covered vehicle only.
  - 3. **Periodically remove** hazardous wastes so that 90 calendar day storage limitation is not exceeded.
  - 4. **Handle, store, transport, and dispose** lead or lead-contaminated waste in accordance with 40 CFR 260, 40 CFR 261, 40 CFR 262, 40 CFR 263, 40 CFR 264, and 40 CFR 265. Comply with land disposal restriction notification requirements as required by 40 CFR 268.
  - 5. **Disposal Documentation:** Submit written evidence that the hazardous waste transporter and the treatment, storage, or disposal facility (TSDF) is approved for lead disposal by the EPA and state or local regulatory agencies. Submit one copy of the completed manifest, signed and dated by the initial transporter in accordance with 40 CFR 262. Submit Certification of disposal from TSDF.

### 3.3 FIELD TESTS

- A. **Testing of Lead-Containing Lead-Containing Material Residue:** Where indicated or when directed by the Architect, test all potential Lead-Containing waste by following the Toxicity Characteristic Leaching Procedure (TCLP) for lead in accordance with 40 CFR 261.
- B. **Occupied Areas:** After beginning the Lead-Containing Paint scraping operation, or at the direction of the Architect, the following procedures shall be followed concerning all reports of possible lead contamination in occupied spaces:
- 1. **A Certified Industrial Hygienist (CIH),** shall immediately (within 2 hours of notification) investigate, perform necessary air and/or wipe sampling and render a decision as whether these areas are contaminated and develop a corrective plan of action. The findings of the investigation and the results of any samples taken, shall be reported to the Architect immediately (within 12 hours).

2. **If the area investigated** by the CIH is found to be contaminated with lead, the following procedures will be initiated:
  - a. All work and all paint scraping operations shall be halted.
  - b. The contractor shall initiate the corrective plan of action developed by the CIH in order to decontaminate the area.
  - c. The CIH shall determine the source and cause of the contamination, along with the necessary corrective measures to be taken to prevent a reoccurrence.
  - d. Before any lead paint scraping work is restarted, the CIH must certify to the Architect, that the source and cause of the contamination has been corrected. Work may restart once approval from the Architect is received.
  - e. The CIH shall visually inspect the "contractor cleaned" contaminated area and render a decision as to what type of clearance sampling is required and what clearance level would be achievable for that particular area. The CIH shall submit to the Architect this decision, along with copies of the sampling data for area and a certification that the area is no longer contaminated with lead.

END OF SECTION 02 8301



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## SECTION 09 9113 - EXTERIOR PAINTING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. **Drawings and general provisions** of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. **Extent:** Provide all labor, material, and equipment and perform the work for the painting of the exterior woodwork and the previously painted stone surfaces of the West Central Front of the United States Capitol and related work in strict accordance with the contract documents. The work includes, but is not limited to, the following:
1. **Preparation and painting** of all exterior window sashes and frames, all wooden surfaces of all storm sashes and frames, all exterior doors and frames, ramps and enclosures.
    - a. Remove all loose putty and paint from all window sash and storm sash.
    - b. Prepare existing surfaces and prime coat.
    - c. Reglaze, as required, and re-putty all window sash and storm sash.
    - d. Repaint all window sash and frame, and storm sash.
  2. **Preparation and painting** of all grilles and all iron doors and gates, including the door covers for the sidewalk lifts on the House and Senate sides.
    - a. Clean exposed field-painted steel and iron surfaces, prime as required, and repaint.
  3. **Preparation and painting** of West Front previously painted stone surfaces as identified by the Capitol Superintendent.
  4. **Sequence of Painting:** Perform painting operations in the following sequence:
    - a. Base Bid - West Front.
    - b. Option 1 - North Elevation.
    - c. Option 2 - South Elevation.
    - d. Option 3 - East Front.
- B. **Paint exposed surfaces** whether or not colors are designated in "schedules," except where a surface or material is specifically indicated not to be painted or is to

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remain natural. Where an item or surface is not specifically mentioned, paint the same as similar adjacent materials or surfaces. If color or finish is not designated, the Architect will select from standard colors or finishes available.

- C. **Painting Not Required:** Painting is not required on factory-prefinished items or finished metal surfaces, as defined below, concealed surfaces, operating parts, and labels.

1. Finished metal surfaces not to be painted include:

- a. Anodized aluminum.
- b. Stainless steel and chromium plate.
- c. Copper, bronze, and brass.

- D. **Labels:** Do not paint over Underwriter's Laboratories, Factory Mutual or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

## 1.3 DEFINITIONS:

- A. **"Paint"** includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate, or finish coats.

## 1.3 SUBMITTALS

- A. **Product Data:** Manufacturer's technical information, label analysis, and application instructions for each material proposed for use.

1. List each material and cross-reference the specific coating and finish system and application. Identify each material by the manufacturer's catalog number and general classification. For each type of product indicated.

- B. **Samples for Initial Selection:** For each type of topcoat product indicated.

- C. **Samples for Verification:** Provide samples of each color, gloss of topcoat, and material to be applied, with texture to simulate actual conditions, on representative samples of the actual substrate. Define each separate coat, including block fillers and primers. Use representative colors when preparing samples for review. Resubmit until required sheen, color, and texture are achieved.

1. **Provide a list** of material and application for each coat of each sample. Label each sample as to location and application.
2. **Submit samples** on the following substrates for the Architect's review of color and texture only:



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- a. **Painted Wood:** Provide two 12- by 12-inch samples of each color and material on hardboard.
- b. **Ferrous Metal:** Provide two 4-inch-square samples of flat metal and two 8-inch-long samples of solid metal for each color and finish.
- c. **Painted Stone:** Provide two 12- by 12-inch samples of each color and material on hardboard.

D. **Product List:** For each product indicated, include the following:

1. **Cross-reference** to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
2. **Printout** of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

1.4 **QUALITY ASSURANCE**

A. **MPI Standards:**

1. **Products:** Complying with MPI standards indicated and listed in "MPI Approved Products List." Provide primers and undercoat paint produced by the same manufacturer as the finish coats.
2. **Preparation and Workmanship:** Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

B. **Contractor Qualifications:** The Contractor shall appoint a full-time field superintendent, acceptable to the Architect, to supervise the work. Painting shall be performed by experienced painters. All glazing shall be performed by Specialists. Glazing work is not to be performed by painters without prior approval of the Architect.

C. **Mockups:** Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. **On sample window** designated by the Architect, duplicate finishes of approved samples. Provide full-coat finish samples on at least 50 sq. ft. of surface until required sheen, color and texture are obtained; simulate finished lighting conditions for review of in-place work.
  - a. Final acceptance of colors will be from job-applied samples.

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b. Apply coatings on the designated surface in accordance with the schedule or as specified. After finishes are accepted, this surface will be used for evaluation of coating systems of a similar nature.

2. **Final approval** of color selections will be based on benchmark samples.

a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Government.

## 1.5 DELIVERY, STORAGE, AND HANDLING

A. **Deliver materials** to the job site in the manufacturer's original, unopened packages and containers bearing manufacturer's name and label and the following information:

1. Product name or title of material.
2. Product description (generic classification or binder type).
3. Federal Specification number, if applicable.
4. Manufacturer's stock number and date of manufacture.
5. Contents by volume, for pigment and vehicle constituents.
6. Thinning instructions.
7. Application instructions.
8. Color name and number.

B. **Store materials** not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. **Maintain containers** in clean condition, free of foreign materials and residue.
2. **Remove rags** and waste from storage areas daily.

C. **Inventory:** The Architect will inventory and inspect all paint materials brought onto and used on the site. Do not use any material that has not been previously inspected by the Architect.

## 1.6 PROJECT CONDITIONS

A. **Apply solvent-thinned paints** only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 deg F (7 deg C) and 95 deg F (35 deg C).

B. **Do not apply paints** in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.



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## PART 2 - PRODUCTS

## 2.1 PAINT, GENERAL

## A. Material Compatibility:

1. **Provide materials** for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. **For each coat in a paint system**, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

## B. Colors: Match Architect's samples.

## 2.2 PRIMERS/SEALERS

## A. Bonding Primer (Solvent Based) (Over existing painted wood or metal surfaces): MPI #69.

1. **VOC Content:** E Range of E3, or

## B. Exterior Alkyd Wood Primer: MPI #5.

1. **VOC Content:** E Range of E3.

## C. Wood-Knot Sealer: Sealer recommended in writing by topcoat manufacturer for use in paint system indicated.

## 2.3 METAL PRIMERS

## A. Quick-Drying Alkyd Metal Primer: MPI #76.

1. **VOC Content:** E Range of E3.

## 2.4 EXTERIOR LATEX PAINTS

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- A. **Exterior Latex (Semigloss):** MPI #11 (Gloss Level 5).

1. **VOC Content:** E Range of E3.

- B. **Exterior Latex (Gloss):** MPI #119 (Gloss Level 6, except minimum gloss of 65 units at 60 deg).

1. **VOC Content:** E Range of E3.

- 2.5 **QUICK-DRYING ENAMEL (High Gloss):** MPI #96 (Gloss Level 7).

- A. **VOC Content:** E Range of E3.

- 2.6 **MISCELLANEOUS WOOD FINISHING MATERIALS:**

- A. **Paste Wood Filler:** Solvent-based, air-drying, paste-type wood filler for use on open-grain wood on interior wood surfaces:

- |    |                    |   |
|----|--------------------|---|
| 1. | Devco:             | 4800 Wonder Woodstain Interior Paste Wood Filler. |
| 2. | Glidden:           | Glidden Paste Wood Filler.                        |
| 3. | Moore:             | Benwood Paste Wood Filler.                        |
| 4. | Pittsburgh:        | (none required)                                   |
| 5. | Sherwin Williams:  | Sher-Wood Fast-Dry Filler.                        |
| 6. | Or approved equal. |   |

- B. **Putty:** Linseed-oil type putty for wood sash glazing, conforming to FS TT-P-00791-B, latest revision.

**PART 3 - EXECUTION****3.1 EXAMINATION**

- A. **Examine substrates and conditions,** with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.

- B. **Maximum Moisture Content of Substrates:** When measured with an electronic moisture meter as follows:

1. **Wood:** 15 percent.



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- C. **Verify suitability of substrates**, including surface conditions and compatibility with existing finishes and primers.
- D. **Begin coating application** only after unsatisfactory conditions have been corrected and surfaces are dry.
  - 1. **Beginning coating application** constitutes Contractor's acceptance of substrates and conditions.

## 3.2 PREPARATION

- A. **Comply with** manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. **Nonmasonry surfaces**, wooden and/or painted surfaces not intended for treatment shall be protected with drop cloths, sheets of polyethylene, or other proven protective materials firmly fixed and sealed to the surface.
- C. **Adjoining glass, metal and painted surfaces** shall be protected from over-spray and splash of the coating. Inadvertent splashes should be removed before the solution has dried on the surface. Cover skylight surfaces under work areas with minimum 5/8" exterior plywood over 1 1/2" EPS or equal foam board insulation.
- D. **Remove plates**, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
  - 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- E. **Clean substrates of substances** that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. **Remove incompatible primers** and reprime substrate with compatible primers as required to produce paint systems indicated.
- F. **Stone and Concrete Masonry Substrates:** Remove non-adhering paint over existing stone surfaces and any efflorescence and chalk. Do not paint surfaces if moisture content or

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alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

- G. **Ferrous Substrates:** Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
1. Touch up bare areas and existing coats that have been damaged. Wire-brush, clean with solvents recommended by the paint manufacturer, and touch up with the same primer as the shop coat.
- H. **Wood Surface Preparation:** Clean and prepare surfaces to be painted in accordance with the manufacturer's instructions for each particular substrate condition and as specified.
1. **Repainted Work:** Remove dirt, grease, and mildew with appropriate cleaners and scrape off or sand loose and scaling paint. Remove grease deposits with mineral spirits. Wash mildewed areas with detergent and water using a stiff non-ferrous bristled brush and rinse with water. Remove stubborn mildew with a solution of household chlorine bleach and water diluted to manufacturer's recommended strength. Allow work to dry thoroughly prior to commencement of any sanding or re-priming work.
  2. **Wood:** Scrape surfaces exposed to view smooth, blending old paint and new surface with a feathered edge and dust off. Wet sand as required to blend painted to unpainted areas complying with abatement procedures specified under other sections.
    - a. Remove all loose putty and paint from window and storm sash.
    - b. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer before application of primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
    - c. Prime coat window sash and storm sash, re-glaze and re-putty prior to painting. Apply glazing materials to produce even and uniform "tooled" finished edges. Do not force glazing materials into joints using fingers or ragged tools. Maintain true lines and arises. Non-uniform joints will be rejected.
- I. **Provide "wet paint" signs** to protect newly painted finishes where contact by government staff or members of the public may make contact. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.
1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.



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## 3.3 APPLICATION:

- A. **Apply paint** in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
- B. **Tinting:** Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.
- C. **Do not paint** over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
  - 1. Paint colors, surface treatments, and finishes are indicated in "schedules."
  - 2. Provide finish coats that are compatible with primers used.
  - 3. Before application of finish coats, apply a prime coat of material as recommended by the manufacturer to material that is required to be painted or finished and has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to assure a finish coat with no burn through or other defects due to insufficient sealing.
  - 4. The number of coats and film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Sand between applications where sanding is required to produce an even smooth surface in accordance with the manufacturer's directions.
  - 5. Apply additional coats when undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces. Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
  - 6. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convactor covers, covers for finned tube radiation, grilles, and similar components are in place. Extend coatings in these areas as required to maintain the system integrity and provide desired protection.
  - 7. Finish exterior doors on tops, bottoms, and side edges same as exterior faces.
  - 8. Sand lightly between each succeeding enamel or varnish coat.
  - 9. Omit primer on metal surfaces that have been shop-primed and touch up painted.
- D. **Scheduling Painting:** Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before

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subsequent surface deterioration.

1. Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried to where it feels firm, and does not deform or feel sticky under moderate thumb pressure and where application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- E. **Minimum Coating Thickness:** Apply materials at not less than the manufacturer's recommended spreading rate. Provide a total dry film thickness of the entire system as recommended by the manufacturer.
- F. **Completed Work:** Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specified requirements.

**3.4 FIELD QUALITY CONTROL**

- A. **Testing of Paint Materials:** The Government reserves the right to invoke the following procedure at any time and as often as the Government deems necessary during the period when paints are being applied:
1. The Government may engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
  2. The testing laboratory will perform appropriate tests for the following characteristics as required by the Architect:
    - a. Quantitative materials analysis.
    - b. Abrasion resistance.
    - c. Apparent reflectivity.
    - d. Flexibility.
    - e. Washability.
    - f. Absorption.
    - g. Accelerated weathering.
    - h. Dry opacity.
    - i. Accelerated yellowness.
    - j. Recoating.
    - k. Skinning.
    - l. Color retention.
    - m. Alkali and mildew resistance.
- B. **The Government** may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from



## SECTION 09 9113

EXTERIOR  
PAINTING

previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

**3.5 CLEANING AND PROTECTION**

- A. **At end of each workday**, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. **After completing paint application**, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. **Protect work of other trades** against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

## SECTION 09 9113

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## 3.6 EXTERIOR PAINTING SCHEDULE

## A. Steel Substrates:

## 1. Quick-Drying Enamel System: MPI EXT 5.1A.

- a. Prime Coat: Quick-drying alkyd metal primer.
- b. Intermediate Coat: Quick-drying enamel matching topcoat.
- c. Topcoat: Quick-drying enamel (high gloss)].

## B. Dressed Lumber Substrates: Including previously painted exterior wood windows, previously painted wood doors, and previously painted architectural woodwork/trim.

## 1. Latex Over Alkyd Primer System: MPI EXT 6.3A.

- a. Prime Coat: Bonding primer or exterior alkyd wood primer.
- b. Intermediate Coat: Exterior latex matching topcoat.
- c. Topcoat: Exterior latex (semigloss).

## C. Wood Panel Substrates: Including previously painted wood fascias and soffits.

## 1. Latex Over Alkyd Primer System: MPI EXT 6.4G.

- a. Prime Coat: Exterior alkyd wood primer.
- b. Intermediate Coat: Exterior latex matching topcoat.
- c. Topcoat: Exterior latex (semigloss).

## D. Stone Surfaces: Previously painted stone surfaces and bare stone surfaces exposed during preparation work:

## 1. Latex System: Similar to MPI EXT 3.1A.

- a. Prime Coat (for bare areas or exposed stone surfaces): Exterior latex



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matching topcoat.

- b. Intermediate Coat (for bare areas or exposed stone surfaces): Exterior latex matching topcoat.
- c. Topcoat: Exterior latex semigloss.

END OF SECTION 09 9113

General Decision Number: DC070003 05/18/2007 DC3

1.

Superseded General Decision Number: DC20030003

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/09/2007
1	05/04/2007
2	05/11/2007
3	05/18/2007

ASBE0024-001 10/01/2006

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator		
Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 27.13	13.13

ASBE0024-002 10/01/2006

	Rates	Fringes
Hazardous Material Handler		
Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 18.00	6.45

ASBE0024-005 10/01/2006

	Rates	Fringes
Fire Stop Technician		
Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke or other		



gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.....\$ 22.00

6.24

BRDC0001-001 04/30/2006

	Rates	Fringes
Bricklayer.....	\$ 25.90	6.19

\* CARP0132-006 05/01/2007

	Rates	Fringes
Carpenter (Including Drywall Hanging).....	\$ 24.37	6.15
Piledriver.....	\$ 22.87	6.85

ELEC0026-003 09/04/2006

	Rates	Fringes
Communication Technician.....	\$ 22.05	6.87+3%

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

ELEC0026-016 11/06/2006

	Rates	Fringes
Electrician (Excluding Communication-Low Voltage Wiring).....	\$ 32.45	11.32+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Jr.'s Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

---

ENGI0077-009 05/01/2007

	Rates	Fringes
Power equipment operators:		
Boom Trucks.....	\$ 26.47	6.82+a+b
Cranes (35 tons and above)...	\$ 27.64	6.82+a+b
Cranes (under 35 tons).....	\$ 27.18	6.82+a+b
Forklifts.....	\$ 19.90	6.82+a
Piledrivers.....	\$ 27.18	6.82+a

a. PAID HOLIDAYS:

New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:

Tower cranes and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

---

IRON0005-001 06/01/2006

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and Chain Link Fence.....	\$ 25.68	11.345

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IRON0201-003 05/01/2007

	Rates	Fringes
Ironworker, Reinforcing.....	\$ 24.80	12.08

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LABO0657-001 06/01/2006

	Rates	Fringes
Laborer:Skilled.....	\$ 18.41	3.84

FOOTNOTE: Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinnig, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers (tile laid on road construction projects ONLY), operators of jackhammer, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of



trestle scaffolds over one tier high and sand blaster, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen.

---

LABO0657-002 06/01/2006

	Rates	Fringes
Laborers:		
Mason Tenders, Brick.....	\$ 13.91	3.84
Mortarmen, Scaffold		
Builders.....	\$ 14.65	3.84

---

MARB0002-002 05/01/2006

	Rates	Fringes
Marble & Stone Mason.....	\$ 29.87	11.15

INCLUDES pointing, caulking and cleaning of All types of masonry, brick, stone and cement structures; EXCEPT pointing, caulking and cleaning of exisiting masonry, brick, stone and cement (restoration work)

---

MARB0003-001 05/01/2006

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer		
Marble Mason and Tile Layer..	\$ 24.32	8.78
Terrazzo Worker.....	\$ 25.07	8.78

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MARB0003-004 05/01/2006

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 19.59	7.90

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PAIN0051-004 06/01/2006

	Rates	Fringes
Glazier		
Contracts \$2,000,000 and under.....	\$ 23.12	7.46
Contracts over \$2,000,000...	\$ 24.84	7.46

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PAIN0051-010 06/01/2006

	Rates	Fringes
Painters:		
Brush, Roller, Spray and Drywall Finishers.....	\$ 22.06	7.31

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PLAS0891-003 05/01/2006

Rates	Fringes
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Cement Mason.....\$ 25.45 5.46

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PLUM0005-007 08/01/2006

	Rates	Fringes
Plumber		
Apartment Buildings over 4 stories (except hotels), schools, colleges and speculative office buildings, strip shopping centers, churches, water coolers, room air conditioning units, appliances, packaged ice machines and light commercial refrigeration and/or air conditioning systems serving a single business in a single story building and not to exceed 5. h.p. or tons, self-contained package unit up to including 5 h.p. or tons.	\$ 20.64	8.08+a
ALL Other Work.....	\$ 31.52	12.59+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

-----  
PLUM0602-006 08/01/2006

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic (Including HVAC Pipe Work).....	\$ 31.27	12.82+a

a. PAID HOLIDAYS:  
New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving Day and Christmas Day.

-----  
SFDC0669-001 01/01/2007

	Rates	Fringes
Sprinkler Fitter.....	\$ 27.45	13.40

-----  
SHEE0100-002 07/01/2006

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work).....	\$ 30.39	11.05

-----  
SUDC2000-001 04/12/2000



	Rates	Fringes
Laborer, Unskilled.....	\$ 11.83	2.23
Pointer, caulker and cleaner INCLUDES pointing, caulking and cleaning of existing masonry, brick, stone and cement structures (restoration work); EXCLUDES pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.....	\$ 20.00	

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



<b>BID BOND</b> <small>(See instruction on reverse)</small>	DATE BOND EXECUTED (Must not be later than bid opening date)	OMB NO.: 9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION
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SURETY(IES) (Name and business address)

PENAL SUM OF BOND				BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED			BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)		
				FOR (Construction, Supplies, or Services)	

**OBLIGATION:**

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The Principal has submitted the bid identified above.

**THEREFORE:**

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

**WITNESS:**

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.	Corporate Seal	
	(Seal)				
NAME(S) & TITLE(S) (Typed)	1.	2.	3.		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.	2.	(Seal)		
	(Seal)				
NAME(S) (Typed)	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS	STATE OF INC.		LIABILITY LIMIT (\$)	
	1.	2.		Corporate Seal	
	SIGNATURE(S)				
NAME(S) & TITLE(S) (Typed)	1.	2.			

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

#### INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."



**\*\*\*\*\*NOTICE\*\*\*\*\***

**TO: ALL VENDORS/CONTRACTORS/CONSULTANTS**

**FROM: THE OFFICE OF THE ARCHITECT OF THE CAPITOL**

Due to requirements set forth in the DEBT COLLECTION IMPROVEMENT ACT OF 1996 (PUBLIC LAW 104-134), all payments made to vendors and consultants doing business with the Federal Government must be made by Electronic Funds Transfer (EFT) directly to your financial institution. If you are currently enrolled under EFT with the Architect of the Capitol, no further action is necessary other than to report changes.

EFT payments are cost effective, enabling prompt, convenient and reliable payments directly to a designated bank account.

The Architect of the Capitol, in making EFT payments, supplies the financial institution with identifying information (i.e. invoice number), which accompanies each transaction. The financial institution in turn can supply this information to the account holder.

Therefore to accomplish the mandate of P. L. 104-134, it is necessary that the attached sheet; PAYMENT INFORMATION FORM ACH VENDOR PAYMENT SYSTEM be completed and returned within three (3) working days of award as set forth in Section G or Solicitation Conditions of the contract. Again, this requirement applies only if you are not enrolled in the EFT system with the Architect of the Capitol.

**PAYMENT INFORMATION FORM  
ACH VENDOR PAYMENT SYSTEM**

This form is used for ACH payments with an addendum record that carries payment-related information. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. The information will be transmitted in the CCD+ format to the designated financial institution.

**Debt Collection Improvement Act of 1996**

**PAPERWORK REDUCTION ACT STATEMENT**

The information being collected on this form is pursuant to Public Law 104-134, which mandated Electronic Funds Transfer for recipients of all federal payments (excluding IRS tax refunds) beginning July 24, 1996. This information will be needed by the Treasury Department to transmit payments and related data.

**COMPANY INFORMATION**

NAME:

ADDRESS:

CONTRACT NUMBER: AOC- \_\_\_\_\_

TAXPAYER IDENTIFICATION NUMBER (TIN):

CONTACT PERSON NAME:

TELEPHONE NUMBER: (   )  
FAX NUMBER: (   )

**AGENCY INFORMATION**

NAME: ARCHITECT OF THE CAPITOL - FORD HOUSE OFFICE BUILDING

ADDRESS: ACCOUNTING DIVISION, ROOM H2-205

WASHINGTON, D.C. 20024

FAX NUMBER: (202) 225-7321

CONTACT PERSON NAME: MR. JAMES JARBOE

TELEPHONE NUMBER: (202) 226-2552

**FINANCIAL INSTITUTION INFORMATION**

BANK NAME:

BRANCH LOCATION: (If applicable)

CONTACT NAME:

TELEPHONE NUMBER: (   )

NINE DIGIT ROUTING TRANSIT NUMBER: \_\_\_\_\_

DEPOSITOR ACCOUNT NUMBER:

TYPE OF ACCOUNT:    ☐ CHECKING    ☐ SAVINGS    ☐ LOCKBOX

SIGNATURE AND TITLE OF REPRESENTATIVE:

TELEPHONE NUMBER:





UNITED STATES CAPITOL POLICE  
WASHINGTON, D.C. 20510-7218

CP-491  
(4-04)

**REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS**

Please report with: (1) A valid form of photo identification, (2) and this form to the Fairchild Building located at 499 South Capitol Street SW Washington, D.C., Room 127 between the hours of 7am until 3pm Monday through Friday for processing.

1. Name: (Last, First, Middle) \_\_\_\_\_ Address: \_\_\_\_\_  
Street & No. \_\_\_\_\_  
City & State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Tele: \_\_\_\_\_

2. Other Names Ever Used: (e.g. maiden name, nickname, ect. *If you have never used another name write "None".*) \_\_\_\_\_

3. Date of Birth: (Month, Day, Year) \_\_\_\_\_ 4. Birthplace: (City and State or Country) \_\_\_\_\_

5. Social Security Number: \_\_\_\_\_ 6. Gender: \_\_\_\_\_  
Male Female

7. Race: \_\_\_\_\_ 8. Height: \_\_\_\_\_ 9. Weight: \_\_\_\_\_ 10. Eye Color: \_\_\_\_\_ 11. Hair Color: \_\_\_\_\_

**SIGNATURE AND RELEASE OF INFORMATION:**

**READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN:**

- I understand that the information provided above will be used to check the criminal history records of the Federal Bureau of Investigation (FBI).
- I consent to the use of the information provided in making a security determination concerning me.
- I certify that, to the best of my knowledge and belief, all of the information provided above is true, correct, and complete, made in good faith.

12. Signature: \_\_\_\_\_ 13. Date: \_\_\_\_\_

PAINT EXTERIOR UNITED STATES CAPITOL BUILDING**PAST PERFORMANCE QUESTIONNAIRE FOR  
SOLICITATION NUMBER AOC RFP 070104**

The contractor listed below is being considered for a contract award by the Architect of the Capitol, Washington, DC. Your name has been provided as a customer reference regarding performance under a past contract with your agency/company. Your comments are considered Source Selection Sensitive, therefore, you are advised that your response will be safeguarded to the extent cited in the Federal Acquisition Regulation (FAR) 42.1503. FAR prohibits the release of past performance evaluations to other than other Government personnel and the contractor whose performance is being evaluated during the period the information may be used to provide source selection information.

In order to maintain the integrity of the source selection process, respectfully request that you do not divulge the name of the contractor nor discuss your comments on this questionnaire with any other individuals.

Your completion of this form will be greatly appreciated. Upon completion, please fax this form to: (866) 813-9541, Attn: Matt Hazlinsky.

**Past Project Information:**

1. Contractor (Prime): \_\_\_\_\_
2. Project Title : \_\_\_\_\_
1. Name: Agency/Company, POC \_\_\_\_\_ Date: \_\_\_\_\_
2. Phone No.: ( ) \_\_\_\_\_ Fax No. ( ) \_\_\_\_\_
3. Address: \_\_\_\_\_
4. Position held or function in relation to project: \_\_\_\_\_

**Ratings:** Please evaluate the contractor's performance using the following ratings:

- |                    |   |
|--------------------|---|
| "O" Outstanding    | The contractor's performance clearly exceeded the contract requirements.                |
| "S" Satisfactory   | The contractor's performance met the contract requirements.                             |
| "M" Marginal       | The contractor's performance met the minimum contract requirements but with difficulty. |
| "U" Unsatisfactory | The contractor's performance was poor and/or did not satisfy contract                   |



requirements.

Please rate and provide supporting information for the following. If the rating is Outstanding or Unsatisfactory, please provide specific contract/job performance areas which were exceeded or not performed in accordance with the contract's minimum requirements. (Use additional sheets as needed.)

1. The relationship between the contractor and owner's contract team/Contracting Officer/COR?.

Rating:

2. The contractor's on-site management and coordination of subcontractors.

Rating:

3. The contractor's overall corporate management, integrity, reasonableness and cooperative conduct.

Rating:

4. Performance in meeting delivery/completion schedules.

Rating:

5. If there were any schedule problems, what did the contractor do to resolve the problems?

Rating:

6. The contractor's quality control (CQC).

Rating:

7. The contractor's performance in delivering quality work in accordance with the contract:

Rating:

8. The contractor's ability to provide the required work at a reasonable total price.

Rating:

9. The contractor's compliance with labor standards, if applicable.

Rating: \_\_\_\_\_

10. The contractor's compliance with safety standards.

Rating: \_\_\_\_\_

11. Has the contractor been given any of the following: cure notice, show cause, letters of reprimand, suspension of payments, termination? If yes, please explain.

Rating: \_\_\_\_\_

12. Would you award another contract to this contractor? If no, please state reasons for not recommending this contractor for additional work.

Rating: \_\_\_\_\_

13. Was the customer satisfied with the end product? \_\_\_\_\_

14. Has the contractor been provided an opportunity to discuss any negative performance ratings? If so, what were the results? \_\_\_\_\_

15. Has the contractor filed any claims? \_\_\_\_\_ How many? \_\_\_\_\_

And to what extent? \_\_\_\_\_

Claims outstanding/why? \_\_\_\_\_

16. **OVERALL RATING**

Rating: \_\_\_\_\_

17. Please provide any additional comments: \_\_\_\_\_



AOC PAST PERFORMANCE QUESTIONNAIRE

RFP: 070104

NAME/TITLE: \_\_\_\_\_

AGENCY/COMPANY: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_